



**US Army Corps  
of Engineers®**  
New England District

W912WJ-06-B-0002

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# **Maintenance Dredging 9-Foot and 6-Foot Channels 11-Foot, 9-Foot, and 6-Foot Anchorages 6-Foot Turning Basin**

## **Narraguagus River Milbridge, Maine**

### **Construction Solicitation And Specifications**

**October 2005**

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912WJ-06-B-0002	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Oct-2005	PAGE OF PAGES 1 OF 33
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W13G86-5259-1603		6. PROJECT NO.	
7. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: FAX: 978-318-8207		CODE W912WJ	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME RACHAEL RAPOSA		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 978-318-8249	
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  SPECIFICATIONS titled, 'MAINTENANCE DREDGING 6 & 9 FOOT CHANNELS, 6, 9 AND 11 FOOT ANCHORAGES, AND 6 FOOT TURNING BASIN, NARRAGUAGUS RIVER, MILBRIDGE, MAINE" dated OCTOBER 2005  DRAWINGS as listed in SECTION 00800, paragraph titled, "CONTRACT DRAWINGS AND SPECIFICATIONS"  SECTION 00700, CONTRACT CLAUSES, and SECTION 00800, SPECIAL CONTRACT REQUIREMENTS  THIS SOLICITATION IS UNRESTRICTED PURSUANCE TO PUBLIC LAW 100-656, SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRA  NOTE TO BIDDERS: Please pay special attention to Section 00600, Contract Clause 52.204-8, Annual Representations and Certifications (Jan 2005). All bidders must complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> . Please ensure your firm is registered in the Contractor Central Registration (CCR) database prior to completing the ORCA requirements.  The applicable NAICS Code and Size Standard for this procurement are as follows:  NAICS Code: 237990 Size Standard: \$17,020,000.00				
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>* </u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See *Par 1.1, 0080)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>09 Nov 2005</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>						15. TELEPHONE NO. <i>(Include area code)</i>				
						16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>				
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE			20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY:		CODE		
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE			TEL:		EMAIL:		
						31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

## Section 00010 - Solicitation Contract Form

**BASE BID ITEMS**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	N/A	\$ _____
	MOBILIZATION AND DEMOBILIZATION				

ITEM NO	SUPPLIES/SERVICES
0002	DREDGING 9-FOOT CHANNEL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		3,900	Cubic Yard	\$ _____	\$ _____
	FIRST 3900 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		6,300	Cubic Yard	\$ _____	\$ _____
	OVER 3900 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
	DREDGING 6-FOOT CHANNEL, 6-FOOT TURNING BASIN, AND 6-FOOT NORTHWEST ANCHORAGE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		13,000	Cubic Yard	\$ _____	\$ _____
	FIRST 13,000 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		7,600	Cubic Yard	\$ _____	\$ _____
	OVER 13,000 CY				

ITEM NO	SUPPLIES/SERVICES
0004	REMOVAL OF DEBRIS AND HEAVY BOULDERS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		25	Cubic Yard	\$ _____	\$ _____
	FIRST 25 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		175	Cubic Yard	\$ _____	\$ _____
	OVER 25 CY				

**TOTAL BASE BID ITEMS ESTIMATED AMOUNT**      \$ \_\_\_\_\_

**OPTIONAL BBID ITEMS (The locations of the Optional dredging areas are shown on the drawings.)**

ITEM NO SUPPLIES/SERVICES  
 0005  
 OPTION DREDGING 9-FOOT EAST ANCHORAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		7,000	Cubic Yard	\$ _____	\$ _____
OPTION	FIRST 7,000 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		7,100	Cubic Yard	\$ _____	\$ _____
OPTION	OVER 7,000 CY				

ITEM NO SUPPLIES/SERVICES  
 0006  
 OPTION DREDGING 11-FOOT WEST ANCHORAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		32,600	Cubic Yard	\$ _____	\$ _____
OPTION	FIRST 32,600 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		14,200	Cubic Yard	\$ _____	\$ _____
OPTION	OVER 32,600 CY				

ITEM NO SUPPLIES/SERVICES  
 0007  
 OPTION DREDGING 9-FOOT WEST ANCHORAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		12,500	Cubic Yard	\$ _____	\$ _____
OPTION	FIRST 12,500 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		9,200	Cubic Yard	\$ _____	\$ _____
OPTION	OVER 12,500 CY				

ITEM NO SUPPLIES/SERVICES  
 0008  
 OPTION DREDGING 6-FOOT SOUTHWEST ANCHORAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA		4,000	Cubic Yard	\$ _____	\$ _____
OPTION	FIRST 4,000 CY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB		1,900	Cubic Yard	\$ _____	\$ _____
OPTION	OVER 4,000 CY				

NOTES

Note 1: Item Numbers 0002, 0003, 0004, 0005, 0006, 0007 and 0008 are subdivided into two estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of the total price of its sub-items. See SPECIAL CONTRACT REQUIREMENTS, Clause "VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS" EFAR 52.211-5001.

Note 2: The low bidder will be determined by the "TOTAL BASE BID ITEMS ESTIMATED AMOUNT", exclusive of the option bid items. The work will be awarded to one bidder. Bidders must bid all items. The minimum work awarded will be the BASE BID ITEMS.

Note 3: Optional Bid Item Numbers 0005 through 0008 may, at the option of the Government, be exercised at any time within the time period specified in SPECIAL CONTRACT REQUIREMENTS, Article "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10." All optional items, or any combination thereof, may be exercised by the Government.

Note 4: In the event Optional items of work are exercised by the Government, no additional time will be added to the contract and all work shall be completed in accordance with SPECIAL CONTRACT REQUIREMENTS, Article "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10.



## Section 00100 - Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.003-4002 BIDS RECEIVING DESK

Bids, if submitted in person or by messenger, shall be delivered to the Bids Receiving Desk (so identified), Building 1, Contracts Branch, Contracting Division, at the above address, prior to the time fixed for opening of bids. Bidders who attend the bid opening may deliver bids directly to the Contracting Officer in the New Hampshire Conference Room.

## 52.003-4014 INQUIRIES

Telephone inquiries relating to this solicitation should be directed as follows:

New England District, Corps of Engineers  
 Procurement of Plans and Specifications,  
 Prospective Bidders List, Bid Results,  
 and Award Information ..... 978-318-8420

Technical Inquiries on Plans and  
 Specifications ..... 978-318-8249

## 52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is \$1,000,000.00 and \$5,000,000.00.

## 52.003-4021 PLACE OF BID OPENING

Bids will be publicly opened at the appointed time at the U. S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, in the New Hampshire Conference Room.

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: James Morocco

Address: Devens, MA

Telephone: 978-318-8112

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acqnet.saalt.army.mil/LIBRARY>

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

### (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

### (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

### (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt I	Small Business Subcontracting Plan (Jul 2005) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-13	Alternative Payment Protections	JUL 2000
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
0.8%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Washington County – Millbirdge, Maine**

(End of provision)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

#### Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

**52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS**

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region \_\_\_\_\_. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

**52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS**

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum \$10,000.00 of has been reserved for this contract and is available for payment to the contractor during the current fiscal year. it is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the

United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)



## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://acqnet.saalt.army.mil/LIBRARY>

(End of clause)

WAGE DETERMINATION

General Decision Number: ME030012 05/06/2005 ME12

Superseded General Decision Number: ME020012

State: Maine

Construction Types: Heavy Dredging

Counties: Maine Statewide.  
STATEWIDE

All Dredging, except self propelled hopper dredges, on the Atlantic coast from the Canadian border to the tributary waters emptying in to the Atlantic Ocean.

Modification Number	Publication Date
0	06/13/2003
1	05/21/2004
2	12/03/2004
3	05/06/2005

\* ENGI0025-001 10/01/2004

STATEWIDE

	Rates	Fringes
Company Lead Dredgeman		
Lead Dredgeman.....	\$ 28.97	7.80+a+b
Dipper & Clamshell Dredge		
Boat Captain.....	\$ 23.05	7.20+a+b
Boat Master.....	\$ 24.14	7.80+a+b
Deckhand, Tug Deckhand.....	\$ 18.83	6.60+a+b
Engineer.....	\$ 25.37	7.80+a+b
Maintenance Engineer.....	\$ 24.49	7.20+a+b
Mate.....	\$ 22.89	7.20+a+b
Oiler.....	\$ 19.29	6.60+a+b
Operator.....	\$ 28.97	7.80+a+b
Scowman.....	\$ 18.78	6.60+a+b
Welder.....	\$ 24.12	7.20+a+b
Diver		
Diver.....	\$ 41.53	6.87+a+b
Standby Diver.....	\$ 27.85	6.87+a+b
Standby Tender.....	\$ 23.26	6.27+a+b
Tender.....	\$ 32.11	6.87+a+b
Drag Bucket Dredge		
Deckhand.....	\$ 16.17	5.25+a+b
Engineer.....	\$ 21.41	6.45+a+b
Maintenance Engineer.....	\$ 21.21	5.85+a+b
Mate.....	\$ 19.82	5.85+a+b
Operator.....	\$ 25.09	6.45+a+b
Dredging Pipeline Cable-Laying		
Control Tower Operator.....	\$ 25.55	6.87+a+b
Diver Tender.....	\$ 26.58	6.87+a+b
Diver.....	\$ 42.42	6.87+a+b
Leverman.....	\$ 28.83	6.87+a+b
Line up Operator, End Prep..	\$ 18.47	5.67+a+b
Rigger.....	\$ 19.07	5.67+a+b
Drill Boats		
Blaster.....	\$ 23.81	6.45+a+b
Core Driller.....	\$ 19.00	5.25+a+b
Driller.....	\$ 23.55	6.45+a+b

Engineer.....	\$ 23.54	6.45+a+b
Machinist.....	\$ 23.30	5.85+a+b
Oiler.....	\$ 20.46	5.25+a+b
Tug Captain.....	\$ 19.53	5.85+a+b
Tug Deckhand.....	\$ 15.97	5.25+a+b
Tug Master.....	\$ 20.48	6.45+a+b
Welder.....	\$ 23.30	5.85+a+b
Engineer		
1st.....	\$ 25.55	6.87+a+b
2nd, 3rd and 4th.....	\$ 25.23	6.87+a+b
Electrician.....	\$ 25.68	6.87+a+b
Electro Hydro Technician....	\$ 20.79	6.27+a+b
Tug Captain.....	\$ 23.44	6.87+a+b
Tug Master.....	\$ 26.80	6.87+a+b
Hydraulic Dredge		
Asst. Fill Placer.....	\$ 22.70	7.80+a+b
Boat Captain.....	\$ 23.05	7.20+a+b
Boat Master.....	\$ 24.13	7.80+a+b
Chief Mate.....	\$ 24.72	7.80+a+b
Chief Welder.....	\$ 25.38	7.80+a+b
Deckhand.....	\$ 19.23	6.60+a+b
Engineer.....	\$ 24.82	7.80+a+b
Fill Placer.....	\$ 24.72	7.80+a+b
Janitor/Porter.....	\$ 18.39	6.60+a+b
Leverman.....	\$ 28.97	7.80+a+b
Maintenance Engineer.....	\$ 24.49	7.20+a+b
Mate.....	\$ 22.89	7.20+a+b
Messman.....	\$ 18.39	6.60+a+b
Night Cook.....	\$ 18.90	6.60+a+b
Oiler.....	\$ 19.29	6.60+a+b
Shoreman.....	\$ 18.80	6.60+a+b
Spider Barge Operator.....	\$ 23.91	7.20+a+b
Steward.....	\$ 22.84	7.80+a+b
Welder-Dredge.....	\$ 24.11	7.20+a+b
Tug Boats over 1000 H.P.		
with master or captain		
having license endorsed		
for 200 miles off shore		
Tug Captain.....	\$ 24.59	7.80+a+b
Tug Chief Engineer.....	\$ 23.85	7.20+a+b
Tug Deckhand.....	\$ 19.23	6.60+a+b
Tug Engineer.....	\$ 23.38	7.20+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day

b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## PLANT AND EQUIPMENT LIST

The bidder must complete the following plant and equipment list by listing the plant available to the Bidder and proposed to be used on the work of this contract. Add additional pages as necessary. Attach the completed list to the BIDDING SCHEDULE and submit the list with the bid. Failure to complete this list and submit it with the BIDDING SCHEDULE may be cause for the rejection of the bid. Prior to commencement of work at the site, the Contractor will be required to submit for review copies of all applicable current inspections, certificates and surveys for all floating plant

### BUCKET DREDGES (Clamshell/Dipper/Excavator/Dragline)

Dredge Name and Type	Manufacturer and Age	Bucket Size and Swings/Hour	Capacity – Cubic Yards/Month*	Type and HP of Engine

### HYDRAULIC/SUCTION/HOPPER DREDGE

Dredge Name and Type	Manufacturer and Age	Inside Diameter of Discharge Pipe	Capacity – Cubic Yards/Month*	Type and HP of Pump Engine

### BARGES/SCOWS

Name And Type	Manufacturer And Age	Length & Beam	Draft - Light	Draft – Loaded	Capacity (Cubic Yards)	Number and Size Of Drills

ATTENDANT PLANT (Give columnar information pertinent to items listed, if to be used)

	Name	Manufacturer And Age	Type and HP Of Engine	Length & Beam	Remarks
Tug					
Tug					
Launch					

(\*) When working materials similar to those anticipated to be encountered in the performance of work

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SECTION 00800

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## SECTION 00800

## SPECIAL CONTRACT REQUIREMENTS

## 1.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10

## a. The Contractor shall be required to--

(1) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed,

(2) prosecute the work diligently, and maintain a dredging production rate, based on working 24 hours per day, of not less than 35,000 cubic yards for each 30 calendar day period of actual dredging work at the site, and

(3) complete the BASE BID ITEMS of work and all OPTIONAL BID ITEMS exercised by the Government ready for use not later than April 15, 2006. The time stated for completion shall include final cleanup of the premises.

(4) Complete OPTIONAL BID ITEMS if ordered by the Government. The Government may exercise one or any combination of Optional Bid Items by issuing a modification to the contract no later than January 15, 2006.

b. In the event Optional Items of work are exercised by the Government, additional time will not be added to the completion period. The time stated for completion shall include final cleanup of the premises.

c. Due to environmental restrictions, dredging operations at the project site will only be permitted from November 01 through April 15, inclusive, of any year.

## 1.2 LIQUIDATED DAMAGES - CONSTRUCTION (Sept 2000) FAR 52.211-12

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,050.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

## 1.3 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference. The drawings will be provided to the Contractor in electronic or paper media as chosen by the Contracting Officer.

## (b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

## (c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications, and to the contract drawings identified on the following index of drawings:

Sheet No.	File Name	Title
		MAINTENANCE DREDGING 9 AND 6-FOOT CHANNELS 11, 9, AND 6-FOOT ANCHORAGES 6-FOOT TURNING BASIN
		NARRAGUAGUS RIVER MILBRIDGE, MAINE
2 C-1	NARC101.S01	Key Plan, Index to Drawings, Legend, Tidal Datum, Channel Coordinates, and Aids to Navigation

## 1.4 DESIGNATED BILLING OFFICE

Reference Contract Clause titled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS" located in SECTION 00700, CONTRACT CLAUSES. The "designated billing office" will be the Construction Area Engineer, Resident Engineer or project office where the Contracting Officer Representative for this contract is located. The Contractor will be notified of the exact location of this office at the project preconstruction conference specified in Section 01110 SUMMARY OF WORK.

## 1.5 BID GUARANTEE (SEP 1996) FAR 52.228-1

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

## 1.6 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

## 1.7 OBSTRUCTION OF NAVIGABLE WATERWAYS DFAR 252.236-7002 (DEC 1991)

(a) The Contractor shall-

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may-

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of

this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).

1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION  
(DEC 1991) DFARS 252.236-7004.

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs a(1) and a(2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization;  
and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph b(1) of this clause is not subject to appeal.

1.9 QUANTITY SURVEYS. (APR 1984) ALTERNATE 1 FAR 52.236-16

a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the

survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

1.10 VARIATIONS IN ESTIMATED QUANTITIES — SUBDIVIDED ITEMS (MAR 1995) —  
EFARS 52.212-5001

This variation in estimated quantities clause is applicable only to Item Numbers 0002, 0003, 0004, 0005, 0006, 0007 and 0008 on the Bidding Schedule.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Item Numbers 0002, 0003, 0004, 0005, 0006, 0007 and 0008 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Item Item Numbers 0002, 0003, 0004, 0005, 0006, 0007 and 0008 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Item Numbers 0002, 0003, 0004, 0005, 0006, 0007 and 0008 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

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SECTION 01110

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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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## SECTION 01110

## SUMMARY OF WORK

## PART 1 GENERAL

## 1.1 WORK COVERED BY CONTRACT DOCUMENTS

The general description below is given to indicate the approximate scope of this project only. It does not limit the work required under the project drawings and specifications.

The work of this project consists of maintenance dredging of the Narraguagus River Federal Channel and anchorage areas to restore the areas to their authorized depths. Dredging of silts, clays, and sawdust and other mill waste shall be performed by mechanical bucket dredge. The project will also require removal of boulders and debris from several areas. The dredged material will be placed in scows and disposed of at the Douglas Island Disposal site.

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Progress Schedule; G, RO.

In accordance with the contract clauses, the Contractor shall, within 15 days after receipt of notice to proceed or as otherwise determined by the Contracting Officer, submit for approval a practicable progress schedule. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer.

## 1.3 PROJECT/SITE CONDITIONS

## 1.3.1 Physical Data

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Site Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys. The conditions represented prevailed at the time the investigations and surveys were made. A pre-dredge survey may be performed by the Government prior to the start of Contractor dredging operations at the site. Before commencing work at the site, the Contractor shall verify the existing conditions indicated on the

drawings and in the specifications. See CONTRACT CLAUSE entitled "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK."

b. Weather Conditions: The monthly normal mean temperature and the monthly normal mean precipitation for the site may be obtained by the Contractor from the nearest U.S. National Weather Service Office.

c. Conditions of Channel and Anchorage: The 11 foot channel was last maintained in 2005. The channel and some anchorage areas were maintained by the Government in 1968. The two 9 foot anchorage areas were last dredged in 1900 and may contain different materials. Soundings shown on the contract drawings are the results of surveys conducted during the time period indicated, and are believed to indicate existing conditions.

f. Channel Traffic: The channel and the anchorage areas are mainly used by seasonal recreational craft and commercial craft, which may cause interference with contract operations. A large fleet of more than 50 commercial fishing and lobster boats, aquaculture support vessels, use the waterway. Consult with the Harbor Master to determine the extent of interference with contract operations. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of applicable regulations. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in the event the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of any vessels, the plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage.

#### 1.4 SEQUENCING AND SCHEDULING

##### 1.4.1 Hours of Operations

The Contractor will be allowed to perform work 24 hours per day, seven days per week, including holidays, for the entire performance period.

##### 1.4.2 Work Sequence

##### 1.4.3 General

There are certain essential criteria relative to the preparation of a work sequence and time schedule which the Contractor will be required to implement and follow during the prosecution of the work. See Section 02325 for the required order of work. Minor variations in the sequence of the items of work as approved may be made by the Contractor, provided such variations do not conflict with critical elements of the schedule. Proposed minor variations shall be noted on the progress charts submittal required by CONTRACT CLAUSE, entitled "SCHEDULES FOR CONSTRUCTION CONTRACTS." Variations shall be approved by the Contracting Officer prior to implementation.

##### 1.4.3.1 Progress Schedule

The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion.



Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. Anticipated adverse weather delay days shall be included in the schedule.

#### 1.4.4 Organization at the Site

##### 1.4.4.1 General

The Contractor shall employ ample personnel and sufficient equipment to accomplish the work of this contract in the least amount of time, within the prosecution period specified in Section 00800 SPECIAL CONTRACT REQUIREMENTS, Paragraph 1.0.

##### 1.4.4.2 Rate of Progress

Should the Contractor fail to maintain a satisfactory rate of progress, the Contracting Officer may require that additional personnel and equipment be placed on the work and weekend and overtime work be performed, in order that the work be brought up to schedule and maintained. See Section 00800 SPECIAL CONTRACT REQUIREMENTS, Paragraph 1.0.

#### 1.5 CONTRACTOR USE OF PREMISES

##### 1.5.1 Storage Areas

Storage area will be provided to the Contractor at the prework conference. Area will be made available for two office trailers, pickup truck parking, and other minor materials. The Contractor shall confine his storage areas to the limits as designated or approved by the Contracting Officer and Harbor Master and shall be responsible for the security of the areas. Upon completion of the contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Contracting Officer at no additional cost to the Government.

##### 1.5.1.1 Work Limits

The limits of work consist of the shoaled areas of the channel and anchorage as shown on the contract drawings and the side slope areas which must be dredged to obtain the required depth.

##### 1.5.2 Contractor's Receipt of Supplies

The Contractor shall be responsible for all arrangements for the receipt of materials and supplies at the job site. Government personnel are not permitted to receive or sign for items delivered to the site.

##### 1.5.3 Access to Work Site

Access to the project site is limited as shown on the drawings.

## 1.6 COORDINATION

### 1.6.1 Public Notice

The public shall be notified of this dredging project approximately two weeks before commencement of dredging operations at the site. A brief description of the work to be performed and the intended schedule of dredging and disposal operations shall be published in a newspaper of general circulation in the area adjacent to the dredging. The notice shall include the locations where the work is to be performed, the time sequence of events, a map of the haul route to be followed between the dredging areas and the disposal site with reference to the width of the haul lane, the location and limits of the disposal site, and the procedure the Contractor will use to respond to claims of loss of fishing gear during the hauling work. The notice shall include the Contractor's point of contact and telephone number.

### 1.6.2 Notice to Mariners

Before beginning dredging operations, the Contractor shall coordinate with the U.S. Coast Guard (USCG) to issue a "Notice to Mariners" regarding the work to be performed and the Contractor's proposed operations.

The Corps of Engineers and the USCG have agreed to phraseology when issuing navigational bulletins and notices. The information furnished shall be consistent with USCG Broadcast Notice to Mariners and Local Notice to Mariners. When requesting local USCG offices to issue navigational information for Corps of Engineers work involving marine construction, the following terminology shall be used, as applicable:

For cautionary areas: "Mariners are urged to use extreme caution in the area."

For dredging and work operations: "Mariners are urged to transit at their slowest safe speed to minimize wake and proceed with caution after passing arrangements have been made."

### 1.6.3 Aids to Navigation

Aids to navigation have been placed by the Coast Guard. The Contractor shall coordinate with the Coast Guard in advance of any dredging work to provide for any necessary relocation or movement of aids to navigation. The Contractor shall also contact the Coast Guard at the completion of all work and the removal of all dredging plant from the Harbor.

### 1.6.4 Moorings

The Town of Milbridge will be responsible for the removal, relocation and replacement of the moorings at no cost to the Contractor. The Contractor shall coordinate the time schedule necessary for the removal and relocation of the moorings with the Harbor Master.

### 1.6.5 Points of Contact

- a. U.S. Coast Guard, First District, 408 Atlantic Avenue, Boston, MA 02110. USCG Contacts for Aids to Navigation in the First District

John Mauro  
jmauro@dl.uscg.mil

or  
mswanson@dl.uscg.mil

617-223-8355 or 8356

b. Harbor Master: John Chipman (207) 546-7251.

c. harbor Commission: Linden Perry (207) 546-7218.

#### 1.7 PRECONSTRUCTION CONFERENCE

The Contracting Officer will conduct a preconstruction conference with key Contractor personnel. The purpose of the conference is to review contract requirements and to establish a working relationship between the Contractor's Staff and the Corps Of Engineers personnel who will be closely associated with the project. During the conference, the Contracting Officer will inform the Contractor concerning Job Safety, Quality Control, Labor Relations, and Environmental Protection. The Contractor's Superintendent and Quality Control Representative shall attend this conference. All submittals which are ready for submission prior to start of work may be brought to the conference and given to the Contracting Officer's representative.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01270

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    - 1.5.2.1 Optional Payment Items for Dredging Channels and Anchorage Areas

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

## SECTION 01270

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 REFERENCES (Not Applicable)

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-05 Design Data

## Quantity Surveys

Submit originals of all field notes and all other records relating to the quantity surveys.

## 1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

## 1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Submit originals of all field notes and all other records relating to Quantity Surveys.

## 1.5 BIDDING SCHEDULE - PAYMENT ITEMS

Payment items for the work of this contract on which the contract progress payments will be based are listed in the BIDDING SCHEDULE and are described below. All costs for items of work, which are not specifically mentioned to be included in a particular Bidding Schedule lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved.

**1.5.1 BASE BID ITEMS****1.5.1.1 Item No. 0001, "Mobilization and Demobilization"**

a. Payment will be made for costs associated with mobilization and demobilization for dredging operations, as defined in Special Contract Requirements clause "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION."

b. Unit of measure: lump sum.

**1.5.1.2 Base Bid Payment Items for Dredging Channels and Anchorage Areas**

Item No. 0002, "Dredging 9-Foot Channel"

Item No. 0003, "Dredging 6-Foot Channel, 6-Foot Turning Basin, and 6-Foot Northwest Anchorage"

a. The contract price per cubic yard for Item No. 0002, "Dredging 9-Foot Channel" shall include all cost of removal and disposal of all materials encountered from the 11-Foot Federal Channel indicated on contract drawings.

b. The total amount of material removed and paid for under the contract for these Items, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last pre-dredge survey made before dredging begins and the bottom surface shown by the soundings of a post-dredge survey made as soon as practicable after the removal of the material. Dredged material will be included that is within the limits of the side slopes and specified channel overdepth as described in Section 02325 DREDGING, paragraph OVERDEPTH AND SIDE SLOPES, less any deductions that may be required for misplaced material described in paragraph DISPOSAL OF EXCAVATED MATERIAL.

c. The contract drawings listed in Special Contract Requirements, Paragraph "Contract Drawings, Maps and Specifications" are believed to accurately represent conditions existing on the date of the survey shown on the drawings, but the depths and the specific areas to be dredged shown thereon may be verified and corrected by soundings taken by the Government before dredging begins. Determination of quantities removed and the deductions made to determine quantities after having once been made by the Contracting Officer, will not be reopened, except on evidence of collusion, fraud, or obvious error.

d. Monthly partial payments will be based on approximate quantities determined by Contractor quality control surveys. The pre-dredge survey made immediately before dredging, and the post-dredge survey made as soon as practicable after the removal of the material, will be performed by the Government at no cost to the Contractor.

e. Unit of measure: Cubic Yard.

**1.5.1.3 Item No. 0004, "Removal of Debris and Heavy Boulders"**

a. The contract price per cubic yard for the dredging and disposal of debris and heavy boulders shall include all cost of removal and disposal of qualifying heavy boulders and debris from the Federal Channels and Anchorage Areas to be dredged, including the optional item areas if awarded, in accordance with Section 02325 DREDGING,.

b. Qualifying heavy boulders and debris are defined as debris and large rocks and derelict moorings, greater than two cubic yards in volume, which can not be removed by the plant and equipment employed for the project, but which require equipment, procedures, and techniques not a part of the ordinary dredging operation, to accomplish the removal. Qualifying heavy boulders and debris shall be disposed in the same manner as maintenance material. Each object removed by the Contractor's special plant or equipment will be measured and photographed on site by the Contracting Officer's Representative, who will calculate the yardage of the object for payment. No volume deduction will be made under the other payment items for Dredging and Disposal for the volume of removed and disposed objects under this payment item. Debris removed from the bottom by the plant and equipment employed for the project will be measured and paid for under the other payment items for Dredging and Disposal. No separate measurement or payment will be made for the collection and off site disposal of floating debris.

c. Unit of measure: Cubic yard (CY).

1.5.2 OPTIONAL BID ITEMS (The locations of the Optional dredging areas are shown on the drawings.)

1.5.2.1 Optional Payment Items for Dredging Channels and Anchorage Areas

Item No. 0005, "Dredging 9-Foot East Anchorage"

Item No. 0006, "Dredging 11-Foot West Anchorage"

Item No. 0007, "Dredging 9-Foot West Anchorage"

Item No. 0008, "Dredging 6-Foot Southwest Anchorage"

a. The contract price per cubic yard for the Payment Items listed above shall include all cost of removal and disposal of all materials encountered from the Federal Channels and anchorage areas indicated on contract drawings.

b. The total amount of material removed and paid for under the contract for these Items, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last pre-dredge survey made before dredging begins and the bottom surface shown by the soundings of a post-dredge survey made as soon as practicable after the removal of the material. Dredged material will be included that is within the limits of the side slopes and specified channel overdepth as described in Section 02325 DREDGING, paragraph OVERDEPTH AND SIDE SLOPES, less any deductions that may be required for misplaced material described in paragraph DISPOSAL OF EXCAVATED MATERIAL.

c. The contract drawings listed in Special Contract Requirements, Paragraph "Contract Drawings, Maps and Specifications" are believed to accurately represent conditions existing on the date of the survey shown on the drawings, but the depths and the specific areas to be dredged shown thereon may be verified and corrected by soundings taken by the Government before dredging begins. Determination of quantities removed and the deductions made to determine quantities after having once been made by the Contracting Officer, will not be reopened, except on evidence of collusion, fraud, or obvious error.

d. Monthly partial payments will be based on approximate quantities

determined by Contractor quality control surveys. The pre-dredge survey made immediately before dredging, and the post-dredge survey made as soon as practicable after the removal of the material, will be performed by the Government at no cost to the Contractor.

e. Unit of measure: Cubic Yard.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --



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## DIVISION 01 - GENERAL REQUIREMENTS

## SECTION 01312

## QUALITY CONTROL SYSTEM (QCS)

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## SECTION 01312

## QUALITY CONTROL SYSTEM (QCS)

## PART 1 GENERAL

## 1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

## 1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS.

Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

## 1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch

high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

### 1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

#### RMS Server

##### **Hardware**

IBM-compatible PC with 1000 MHz Pentium or higher processor

1000+ MB RAM

1 GB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

TCP/IP Network/Internet Connection

##### **Software**

Windows 2000 or higher

Oracle 8i Server

Virus protection software that is regularly upgraded with all issued manufacturer's updates

##### **Personnel**

Oracle Database Administrator (DBA)

#### RMS Workstation

##### **Hardware**

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation

500 MB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

TCP/IP Network/Internet Connection

**Software**

MS Windows 2000 or higher

Oracle 8i Client

Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

**QCS and QAS System**

**Hardware**

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation / 512+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 56k BPS

**Software**

MS Windows 2000 or higher

QAS-Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

#### 1.4 RELATED INFORMATION

##### 1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

##### 1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

#### 1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

#### 1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

##### 1.6.1 Administration

###### 1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

###### 1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

###### 1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office

shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

#### 1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

#### 1.6.2 Finances

##### 1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

##### 1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

#### 1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

#### 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

#### 1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

#### 1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

#### 1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

#### 1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts". This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

### 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

#### 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

##### 1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

##### 1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.



### 1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

### 1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

### 1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

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## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 DEFINITIONS

## 1.1.1 Submittal

Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

## 1.1.2 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

## SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal register.
- Schedule of prices.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

## SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

## SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

## SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified

requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily checklists.

Final acceptance test and operational test procedure.

#### 1.1.3 Approving Authority

Office authorized to approve submittal.

#### 1.1.4 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

### 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Submittal register; G, RO

### 1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

#### 1.3.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

#### 1.3.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

#### 1.4 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

#### 1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### 1.7 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

#### 1.8 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312 QUALITY CONTROL

SYSTEM (QCS).

#### 1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 21 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

#### 1.10 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

#### 1.11 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

##### 1.11.1 Procedures for Review Copies

Submit seven (7) copies of each submittal item with an attached ENG FORM 4025 Transmittal Form. The Contractor will be informed at the pre-construction conference to send all submittals to either the project Resident Office or to the project Area Engineer Office, as applicable.

a. Construction/Operations Division ("RO" Reviewer): An "RO" in column "f" indicates that the submittal review action is by New England District Construction/Operations Division.

b. Engineering/Planning Division ("DO" Reviewer): An "DO" on the attached submittal register, column "f" indicates that the submittal review action is by the New England District, Engineering/Planning Division.

c. A "G" followed by "A" on the attached submittal register, column "f" indicates that the submittal review action is by the New England District, Construction/Operations Division and that the submittal requires Government acceptance.

##### 1.11.2 Information on Submittal Status

All Contractor requests for current status of submittal reviews shall be made through the Resident Engineer.

##### 1.11.3 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and

annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 1.12 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

#### 1.13 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Five copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

#### 1.14 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

#### 1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s) .	
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

-- End of Section --



TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

(Read instructions on the reverse side prior to initiating this form)

**SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS** (This section will be initiated by the contractor)

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	--

SPECIFICATION SEC. NO. (Cover only one section with each transmittal)	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL

[illegible]

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

NAME AND SIGNATURE OF CONTRACTOR

## SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.)	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |      |  |       |   |
|------|--|-------|---|
| A -- | Approved as submitted.   | E --  | Disapproved (See attached).   |
| B -- | Approved, except as noted on drawings.   | F --  | Receipt acknowledged.   |
| C -- | Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply<br>as noted with contract requirements. |
| D -- | Will be returned by separate correspondence.   | G --  | Other (Specify)   |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

TITLE AND LOCATION					CONTRACTOR												
MAINTENANCE DREDGING THE NARRAGUAGUS RIVER																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH#	GOVTOR CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION	DATE OF ACTION	DATE FWD TO APPR AUTH/	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01110	SD-01 Preconstruction Submittals														
			Progress Schedule	1.4.3.1	G RO												
		01270	SD-05 Design Data														
			Quantity Surveys	1.4													
		01330	SD-01 Preconstruction Submittals														
			Submittal register		G RO												
		01355	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.7	G RO												
		01500	SD-01 Preconstruction Submittals														
			Site Plan		G RO												
			SD-02 Shop Drawings														
			Temporary Electrical System		G RO												
		01525	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.6	G A												
			Activity Hazard Analysis (AHA)	1.7	G A												
			Proof of qualification		G A												
			SD-06 Test Reports														
			Reports	1.11													
			Accident Reports	1.11.1													
			Monthly Exposure Reports	1.11.3													
			Crane Reports	1.11.4													
			Regulatory Citations and Violations														
		01545	SD-01 Preconstruction Submittals														
			Plant and Equipment														
		01723	SD-01 Preconstruction Submittals														



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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355

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-- End of Section Table of Contents --

## SECTION 01355

## ENVIRONMENTAL PROTECTION

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health Requirements

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328 Definitions of Waters of the United States  
40 CFR 302 Designation, Reportable Quantities, and Notification  
40 CFR 355 Emergency Planning and Notification  
40 CFR 68 Chemical Accident Prevention Provisions

## 1.2 DEFINITIONS

## 1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

## 1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

## 1.2.3 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

### 1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

### 1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

### 1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

### 1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Environmental Protection Plan; G, RO

The environmental protection plan.

### 1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

### 1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

### 1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- c. Description of the Contractor's environmental protection personnel training program.
- d. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
  1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
  2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
  3. Training requirements for Contractor's personnel and methods of accomplishing the training.
  4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
  5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
  6. The methods and procedures to be used for expeditious contaminant cleanup.



e. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction.

f. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

#### 1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

#### 1.8 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

#### 1.9 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

##### 3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained the listed environmental permits issued for these projects. A Water Quality Certification (WQC), issued by the Maine Department of Environmental Protection; and a Coastal Zone Consistency Determination have been obtained for this project. The Contractor shall comply with permit terms and conditions that are applicable to this contract. Such applicable terms and conditions have been extracted from

the permits and are specified in the various sections of these specifications and on the contract drawings. The above referenced documents shall not be relied on for contract requirements. In the event a discrepancy is discovered between the reference documents and these specifications or the contract drawings, the Contractor shall notify the Contracting Officer for clarification. The Contracting Officer will rely on permit requirements and conditions to resolve perceived conflicts. Copies of the WQC, and the Coastal Zone Consistency Determination obtained for these projects are included at the end of this section for reference only.

### 3.2 LAND RESOURCES

#### 3.2.1 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved.

### 3.3 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

#### 3.3.1 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

#### 3.3.2 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Maine rules.

### 3.4 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

### 3.5 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

### 3.6 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### 3.7 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

### 3.8 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --



STATE OF MAINE  
EXECUTIVE DEPARTMENT  
MAINE STATE PLANNING OFFICE  
38 STATE HOUSE STATION  
AUGUSTA, ME 04333

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID H. KEELEY  
ACTING DIRECTOR

March 7, 2003

Mr. Mark Habel  
New England District  
United States Army Corps of Engineers  
696 Virginia Road  
Concord, Massachusetts 01742-2751

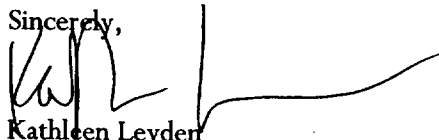
RE: Federal Consistency; Narraguagus River Maintenance Dredging

Dear Mr. Habel:

This letter is in response to your June 18, 2002 letter<sup>1</sup> and supporting information providing the United States Army Corps of Engineers' determination that the above referenced project is consistent to the maximum extent practicable with the enforceable policies of the Maine Coastal Program. In accordance with the Department of Environmental Protection's attached Order and water quality certification (DEP Project No. L-20560-4E-B-N), dated August 23, 2002, the State confirms its concurrence with the USACE's determination.

Please contact Todd Burrowes (207-287-1496) on my staff if you have questions or need additional information.

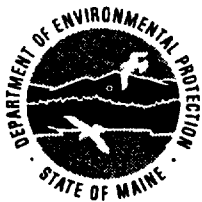
Sincerely,



Kathleen Leyden  
Director, Maine Coastal Program

cc: Stacie Beyer, DEP

<sup>1</sup> By mutual agreement, the USACE and State agreed to extension of the period for federal consistency review of the USACE's federal consistency determination, which was withdrawn and resubmitted.



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE HOUSE STATION 17      AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

U.S. ARMY CORPS OF ENGINEERS	) FEDERAL CONSISTENCY REVIEW
Milbridge, Washington County	) AND
FEDERAL NAVIGATIONAL CHANNEL DREDGE	) WATER QUALITY CERTIFICATION
L-20560-4E-B-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of Title 38 M.R.S.A. Section 480-A et seq. the Coastal Zone Management Act, and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the request of the U.S. ARMY CORPS OF ENGINEERS with its supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Background: The Maine Coastal Program was approved on September 30, 1978 by the Federal Office of Coastal Zone Management under Section 307 of the Coastal Management Act, as amended. Federal activities which affect land or water resources in the Coastal Zone must be undertaken in a manner consistent, to the maximum extent practicable, with the requirements of Maine's approved Coastal Zone Management Program. This project must also receive Water Quality Certification pursuant to Section 401 of the Federal Water Pollution Control Act prior to beginning work.

B. Summary of Proposal: The U.S. Army Corps of Engineers (Corps) requests concurrence with their determination that the dredging of the Narraguagus River Federal Navigational Channel is consistent with Maine's approved Coastal Zone Management Program, and requests State Water Quality Certification of the proposed dredge. The purpose of the project is to restore the navigational channel, and associated turning basin and anchorages to the depths authorized by Congress, which according to the Corps will reduce congestion in the channel, improve safety, and help to keep and attract water-dependent businesses for the local community.

The dredging project will include removal of approximately 202,000 cubic yards of sediment from the channel. The extent and authorized depths of the channel are as follows: from Narraguagus Bay to Mitchell Point, 11 feet at Mean Low Low Water (MLLW); from Mitchell Point to the lower landing at Milbridge, 9 feet MLLW; and from the lower landing to the upper landing including the turning basin, 6 feet MLLW. The project also includes the dredging of 6 anchorages ranging in depths from 6 feet to 11 feet MLLW. The total impact to subtidal habitat in the Narraguagus River will be approximately 52 acres. The material to be dredged consists mostly of silts and clays; however, samples taken

in the channel showed that some areas contain appreciable amounts of sawdust.

The dredge project will be conducted using a mechanical dredge including a crane and clamshell bucket mounted on a barge, and using bottom-dumping scows. The Corps requests State concurrence and approval to dispose of the dredge material at a proposed ocean disposal location near West Douglas Island, Narraguagus Bay. The disposal area will be approximately 26 acres in size and has water depths averaging 30 feet.

Work will be done as described in the report entitled "Supporting Documentation" prepared by the Corps in May of 2001, and the appendix submitted to the State electronically on May 30, 2002.

C. Site Description: The Narraguagus River originates from Eagle Lake in Hancock County, and flows generally south-southeasterly for a distance of approximately 49 miles where it empties into the Narraguagus Bay. Only the river reach below Milbridge is generally used for navigation. The harbor and channel now serve a commercial fleet of approximately 55 to 60 lobstermen, 12 scallop draggers, 6 urchin boats, and 5 periwinkle gatherers. The area is also used by the aquaculture industry, the boat building industry, and recreational boaters. Local users have experienced tidal delays due to the shoaling of fine sediments and sawdust in the channel. Currently areas authorized for depths of 11 feet have a controlling depth of only 5 feet MLLW. Vessels are mooring close to the channel to obtain adequate under keel clearance, and encroach on the navigational areas causing safety concerns.

According to the Corps, the proposed disposal site, located approximately 1 mile north of West Douglas Island, is a new disposal area for dredge materials. The 26-acre area is generally characterized by soft mud, however, sawdust was present in most samples and was most abundant in samples 9 and 10. The fine sediment in the area is indicative of a low energy environment. Water depth at the site averages 30 feet.

## 2. WATER QUALITY CONSIDERATIONS:

The material to be removed from the federal navigational channel has been tested by the Corps. Tests included grain size and bulk sediment chemistry analysis. The grain size analysis indicated that the material is primarily silts and clays. However, some of the sediments to be dredged contain appreciable amounts of sawdust. The results of the bulk sediment chemistry analysis indicated low concentrations of metals when compared with Corps classification guidelines with the exception of arsenic, which was moderate in most samples. Concentration of PCB's and pesticides were below or near the detection limits and the Corps found the lab's detection limits acceptable. The polyaromatic hydrocarbons (PAH) levels were generally within the acceptable range of the reference site for the Rockland disposal area. Sediments from the Narraguagus River were not biologically tested. However, the sawdust-laden sediments of the Union River were

biologically tested in 1998 and found to be suitable for open water disposal. The Union River testing found no increase in macroinvertebrate mortality due to the presence of sawdust.

Based on the results of the testing done on Narraguagus River sediments and Union River sediments, and a comparison of the results with the Rockland Disposal Site Reference Area, the Corps found that the dredge spoils are suitable for unconfined, open ocean disposal. Two suitability determinations were issued by the Corps, with concurrence from the National Marine Fisheries Service, the Environmental Protection Agency, and the U.S. Fish and Wildlife Service, on December 17, 1998 and February 14, 2000. The Department concurs with the testing procedures and the designation for unconfined, open ocean disposal.

Based on studies conducted in Boston Harbor and empirical evidence from other dredge projects, the Corps has concluded that no significant release of contaminants into the water column will occur as a result of the proposed dredging and disposal activities. In addition, any increase in turbidity in the water column resulting from these activities is likely to be temporary and have minimal dispersal. A study conducted by Bohlen in 1979 estimated that only 1.5 to 3% of fine grained sediments are introduced to the water column from mechanical clamshell buckets. The dredge spoils for this project will be fine grained and generally frozen during the disposal operation. Experience has shown the Corps that the dredged material descends through the water column as a dense fluid-like mass. During descent less than 5 percent is lost to the water column. The Department finds the results of the Corps assessment credible.

A landowner abutting the disposal area raised concerns about the potential impact of the disposal activities on waters classified as SA. In response, the Department reviewed the location of the disposal area in comparison with the location of SA waters in the vicinity. The Department determined that one corner of the disposal area would overlap waters designated as class SA by the Department. Subsequently, the Corps agreed to modify the footprint of the disposal area to ensure that no disposal activities would occur in SA waters. Given that dispersal of sediment is expected to be low, the Department finds that the project will not result in a significant impact to adjacent class SA waters.

Based on the Corps assessment, the Department finds that the project will not result in an unreasonable adverse impact to water quality and will not violate any state water quality law including those governing the classifications of the State's waters.

3. HABITAT CONSIDERATIONS:

The area proposed for dredging by the Corps is entirely subtidal and within a designated federal channel. Eel grass beds are located south of the Route 1A bridge on both sides of the upper end of the channel. An eelgrass survey was conducted in June of 2000 by the National Marine

Fisheries Service and the Environmental Protection Agency. This survey confirmed that no eel grass beds encroach into the federal channel.

Benthic samples were collected from the navigational channel in June of 2000. The dominant organisms found included annelids, oligochaetes, and arthropods. The Corps concluded that the community was representative of this area and sediment type in Maine. The upper portion of the Narraguagus River is only open to depuration harvesting of shellfish because of the existence of the Town sewage treatment facility. The lower channel and anchorage areas are open to shellfish harvesting. Very few commercial benthic resources were found in samples collected from the navigational channel. Commercial species identified included blue mussel and soft-shelled clam. The Narraguagus estuary has a diverse population of finfish including Atlantic herring, winter flounder, Atlantic cod, haddock, and American pollock. Anadromous species in the river include Atlantic salmon, shad, alewife, blueback herring, rainbow smelt, and striped bass. The catadromous American eel is also present in the river.

The new disposal area was surveyed for benthic invertebrates in March of 2002. Polychaetes were found to be the most diverse major group. This site was found to have a lower number of both individuals and taxa per sample than the historic near shore disposal site for the Narraguagus River. The Corps did not find the cumacean, *Diastylis scuplta*, a species suggestive of a relatively pristine environment, at the new disposal site, but did find this species at the historic disposal site.

To minimize impacts to aquatic life, the Corps has agreed to conduct the dredge and disposal activities between the calendar dates of November 1 and April 15. This time period generally avoids the active growing season of the eelgrass, spawning periods of finfish, and the migration periods of most anadromous fish. The Corps request was reviewed by the Division of Environmental Assessment (DEA), the Department of Marine Resources (DMR), the Department of Inland Fisheries and Wildlife (IF&W), and the Atlantic Salmon Commission (ASA). In regard to the dredge portion of the project, DEA concluded that although the lower areas may take longer than the upper areas of the channel, the existing communities will recolonize with species similar to the ones that exist at present. DMR concluded that the timing and sequence, as proposed, should minimize potential adverse impacts to marine resources, fishing, and recreational boating activities. IF&W found that wildlife concerns would be limited to the intertidal portions of the river and estuary, which are not proposed to be impacted by the project. The ASA had no concerns based on the time of year restriction agreed to by the Corps.

The Department and DMR raised significant concerns about the Corps' earlier request to use the historic nearshore disposal site off Trafton Halftide Ledge. DMR concluded that use of the historic disposal area would result in the burial of approximately 62 acres of "pristine" shallow near shore marine habitat, and that an alternative disposal site should be considered. DEA found that the historic disposal site has a rich and diverse biological community, that the deposition of



sawdust-laden dredge material would make the disposal area shallower and alter the benthic community, and that the SB water quality standards would be violated.

In review of the new disposal area off Douglas Island, DMR found that the new site was preferable to the historic site and that they had no additional concerns. The DEA agreed that the Douglas Island site would have the least impact on sensitive benthos.

Provided that the Corps uses the Douglas Island disposal site and conducts the dredge and disposal activities between November 1 and April 15 of the calendar year, the proposed project will not have an unreasonable adverse impact on habitat.

4. WETLAND CONSIDERATIONS:

The purpose of the project is to improve safety and reduce congestion in the federal navigational channel. The no dredge alternative to this project would result in continued, limited access to the Milbridge landing and mooring encroachment into the channel. Given the existing designation of the area as a federal channel on navigational charts and the existing infrastructure that the Town of Milbridge has at their public landings, there is no alternative location that could practically meet the project purpose. One potential channel relocation was identified by a State committee in a review of dredging and navigational issues for the Narraguagus River. However, the reauthorization and proposed use of two anchorages in the proposed relocation area eliminated this possibility from consideration. Given the existing and potential future boat traffic expected for the Narraguagus River, dredging to less than authorized depths would not meet the project purpose.

The Town of Milbridge investigated sites adjacent to the harbor for possible use as an upland disposal site or dewatering area for dredge spoils. Other than a heavily wooded public park, no area was found that would have sufficient capacity and accessibility for use by the Corps. Clearing of the wooded area to support construction of a containment area would be inconsistent with its status as a public park. The silt, clay, and sawdust material to be dredged in this project is not suitable for beach nourishment or other traditional beneficial uses. Based on an extensive review of the alternative ocean disposal sites and the comments of State natural resource agencies, the Douglas Island site was chosen by the Corps as the least environmentally damaging disposal site. Due to the material type, the designated disposal area, and the confined nature of the channel, the Corps determined that the mechanical dredge method is the most practicable method of removing the sediment from the channel.

The Department finds that the impacts of the project have been avoided and minimized to the fullest extent practicable. Based on their environmental impact assessment, the Corps found and the Department concurs that the functions and values of the subtidal habitat will return following completion of the dredge project. The Department concludes that the long term impacts to wetland functions and values

will not be significant. Therefore, the Department waives the requirement for compensation, and finds that the project meets the standards of the State Wetland Protection Rules.

5. TRANSPORTATION ROUTE CONSIDERATIONS:

The Corps has agreed to publish a notice so that fisherman have advance notice of the transportation route for the scows and can move gear out of the way. Provided that a notice to fisherman is published, the Department finds that the project will not have an unreasonable adverse impact on the fishing industry.

6. OTHER CONSIDERATIONS:

The Department has not identified any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses provided that the Corps publishes a public notice so that fisherman have advance notice of the barge's transportation route and can move gear out of the way.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that the Corps uses the Douglas Island disposal site for dredge spoils from this project and conducts all dredge and disposal activities for the project between November 1 and April 15 of the calendar year.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State' waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.

- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted request of the U.S. ARMY CORPS OF ENGINEERS SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. The Corps shall dispose of all dredge material from this project at the new disposal site off Douglas Island, Narraguagus Bay as modified to eliminate impacts to State Classified SA Waters.
4. Any and all dredging and disposal activities approved pursuant to this order shall be conducted between November 1 and April 15 of the calendar year.
5. A public notice to fisherman shall be published in a newspaper of general circulation in the area of the proposed dredge project at least 14 days prior to the start of the dredging activity. The notice shall identify the start date of the project, the haul route to and from the disposal site, and a procedure that the Corps will use to respond to inquiries regarding the loss of fishing gear during the dredging operation.

DONE AND DATED AT AUGUSTA, MAINE, THIS 23<sup>rd</sup> DAY OF August, 2002.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

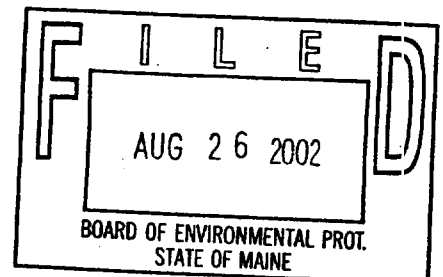
MARTHA G. KIRKPATRICK COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application 07/10/2002

Date of application acceptance 11/15/2002

Date filed with Board of Environmental Protection  
SB/L20560BN



**Habel, Mark L NAE**

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**From:** Habel, Mark L NAE  
**Sent:** Monday, July 29, 2002 4:37 PM  
**To:** Stacie Beyer (E-mail)  
**Cc:** Rogers, Catherine J NAE  
**Subject:** Narraguagus Bay DS & SA Waters

Stacie: I received your fax showing the demarkation of State SA waters in southwestern Narraguagus Bay west of Pond Island. I see that the demarkation line does cut off the southeastern corner of the proposed alternative disposal site. This change reduces the site by about 10.8 acres. However, the remaining area of the site is sufficient to accommodate the Narraguagus River project. The final site boundaries and figures in the final EA will be amended to eliminate the SA waters from the disposal site.

**Mark L. Habel**  
Team Leader - Navigation Section  
Engineering-Planning Division (CENAE-EP-PN)  
(978) 318-8871

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## SECTION 01451

## CONTRACTOR QUALITY CONTROL

## PART 1 GENERAL

## 1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

## 3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

## 3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by

subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- g. Reporting procedures, including proposed reporting formats.
- h. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the

Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Officer shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

#### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of three years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.



### 3.4.3 Additional Requirement

In addition to the above experience requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at the New England District Office at Concord, Massachusetts.

### 3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

## 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

## 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved

shop drawings or submitted data, and are properly stored.

- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract

requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

#### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

### 3.7 COMPLETION INSPECTION

#### 3.7.1 Final Acceptance Inspection

See Section 01723 FIELD ENGINEERING FOR DREDGING.

### 3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- f. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- g. Instructions given/received and conflicts in plans and/or specifications.
- h. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and

materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 48 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.9 SAMPLE FORM

The Contractor shall prepare and submit two (2) copies of the Daily Report of Operations, using ENG Form No. 4267, for each dredge. A sample form is attached at the end of Section 02325 DREDGING.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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## SECTION 01500

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## PART 3 EXECUTION (Not Used)

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## SECTION 01500

## TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Site Plan; G, RO.

Sketch of the proposed location and dimensions of any area to be used by the Contractor for storage and staging, the number of trailers to be used, avenues of ingress/egress to the areas and details of improvements.

## SD-02 Shop Drawings

Temporary Electrical System; G, RO.

Sketch of the proposed temporary electrical system.

## 1.2 SITE PLAN

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any staging area to be used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the area. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

## 1.3 EMPLOYEE PARKING

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the facility.

## 1.4 AVAILABILITY OF UTILITIES

Provide service required for construction operations. All water and electricity that may be required in the prosecution of the work shall be furnished by the Contractor at his own expense. There will be no Government furnished water and electricity at the project site.

## 1.5 SANITATION

Adequate sanitary conveniences of a type approved for the use of persons employed on the work shall be provided, properly secluded from public

observation, and maintained by the Contractor in such a manner as required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance. Upon completion of the work, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

#### 1.6 TELEPHONE SERVICE

Provide telephone service to field offices. Provide and maintain a telephone or equal means of communication which will be in an easily accessible location at each of the large construction areas on the project. Such means of communication shall be accessible during all work hours.

#### 1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

#### ] 1.8 BULLETIN BOARD

##### 1.8.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.9 CONTRACTOR'S TEMPORARY FACILITIES

##### 1.9.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site.

##### 1.9.2 Storage Areas

Area is available for use by the Contractor, for work, storage of equipment, materials and trailers during the life of this contract. A site will be determined at a prework conference prior to commencing work. The Contractor shall confine his storage areas to the limits as designated or approved by the Contracting Officer and shall be responsible for the security of the areas. Upon completion of the contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Contracting Officer at no additional cost to the Government.

##### 1.9.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers,

equipment, and materials. This area may not be in close proximity of the construction site. The Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

#### 1.9.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the site.

#### 1.9.5 Maintenance of Storage Area

Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

#### 1.9.6 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment.

### 1.10 GOVERNMENT FIELD OFFICE

#### 1.10.1 Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, electric light and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A portable toilet may be substituted for the water closet. Provide three telephone lines for telephone, fax, and computer. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

#### 1.10.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

### 1.11 CLEANING DURING CONSTRUCTION

#### 1.11.1 Daily Cleaning

Execute daily cleaning to keep the work, the site, and adjacent properties free from accumulation of waste materials, rubbish, and windblown debris, resulting from construction operations.



## 1.11.2 On-Site Container

Provide on-site containers for the collection of waste materials, debris, and rubbish.

## 1.11.3 Removal of Waste

Remove waste materials, debris, and rubbish from the site periodically and dispose of off Government property in accordance with applicable laws and regulations.

## 1.11.4 Burning

No burning of brush or debris will be permitted at the site.

## 1.12 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

## 1.13 RESTORATION OF STORAGE AREA

Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

## 1.14 REMOVAL OF TEMPORARY MATERIALS AND EQUIPMENT

Remove temporary materials, equipment, services, and construction prior to completion of work. Clean and repair damage caused by installation or use of temporary facilities. Return site to pre-construction condition.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION (Not Used)

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## SECTION 01525

## SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI/ASSE A10.34 (2001) Protection of the Public on or  
Adjacent to Construction Sites

## ASME INTERNATIONAL (ASME)

ASME B30.22 (2000) Articulating Boom Cranes

ASME B30.5 (2000) Mobile and Locomotive Cranes

ASME B30.8 (2000) Floating Cranes and Floating  
Derricks

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2002) Portable Fire Extinguishers

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health  
Requirements

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Government acceptance is required for submittals with a "G, A" designation.

## SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, A

Activity Hazard Analysis (AHA); G, A

Proof of qualification for Crane Operators; G, A

## SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Crane Reports

Regulatory Citations and Violations

### 1.3 DEFINITIONS

a. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

c. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

d. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

e. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).]

#### 1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

#### 1.5 SITE QUALIFICATIONS, DUTIES AND MEETINGS

##### 1.5.1 Personnel Qualifications

##### 1.5.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can be the SSHO on this project. The SSHO shall meet the following requirements:

###### Level 1:

Worked on similar projects.

10-hour OSHA construction safety class or equivalent within last 3 years.

Competent person training as needed.]

##### 1.5.1.2 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or and organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

##### 1.5.2 Personnel Duties

##### 1.5.2.1 Site Safety and Health Officer (SSHO)/Superintendent

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

### 1.5.3 Meetings

#### 1.5.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.
- c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

### 1.6 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or

creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the resident engineer's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

#### 1.7 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

#### 1.8 DISPLAY OF SAFETY INFORMATION

Within 5 calendar days after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1-1, section 01.A.06.

## 1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

## 1.10 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

## 1.11 REPORTS

### 1.11.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

b. For any weight handling equipment accident (including rigging gear accidents) the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.

### 1.11.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

### 1.11.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

### 1.11.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.



## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

## 3.1 EQUIPMENT

## 3.1.1 Weight Handling Equipment

a. Cranes and derricks shall be equipped as specified in EM 385-1-1, section 16.

b. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

c. The Contractor shall comply with ASME B30.8 for floating cranes and floating derricks.

d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

f. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

g. All employees shall be kept clear of loads about to be lifted and of suspended loads.

h. The Contractor shall use cribbing when performing lifts on outriggers.

i. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

j. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

k. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

l. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

m. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

-- End of Section --

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SECTION 01545

DREDGING PLANT AND EQUIPMENT

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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## SECTION 01545

## DREDGING PLANT AND EQUIPMENT

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## CORPS OF ENGINEERS (COE)

EM 385-1-1 (1996) Safety and Health Requirements Manual

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

## Plant and Equipment

Submit a schedule of the plant and equipment the Contractor will employ in the performance of the work of this contract. Submit also copies of all applicable inspections and certifications for all floating plant and equipment.

## 1.3 PLANT AND EQUIPMENT

## 1.3.1 Sufficient Capacity

The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plant and equipment shall be in satisfactory operating condition and be capable of safely and efficiently performing the work. The plant and equipment shall be subject to inspection by the Contracting Officer and/or his representatives at all times.

## 1.3.2 Minimum Capacity

The plant and equipment listed on the Plant and Equipment Schedule submitted with the Contractor's bid is the minimum which the Contractor shall place and keep on the job unless otherwise determined by the Contracting Officer. The listing of plant and equipment is not to be construed as an agreement on the part of the Government that the equipment is adequate to perform the required work.

### 1.3.3 Reduction in Capacity

No reduction in the capacity of the plant and equipment employed on the work shall be made except by written permission of the Contracting Officer.

The measure of the capacity of the plant and equipment shall be its actual performance on the work covered by this contract.

### 1.3.4 Inspections and Certifications

Prior to commencement of work at the site, the Contractor shall make available to the Contracting Officer Representative for review, copies of all applicable inspections and certifications of floating plant and equipment as required by Federal, State and local laws and regulations. See EM 385-1-1, Sections 16 and 19. Such inspections and certifications shall be current and maintained in force for the duration of this contract.

Each item of floating plant and equipment shall have on board a waste oil management plan which details the intended disposal method for waste oil.

## 1.4 LICENSE REQUIREMENTS

Each vessel exceeding twenty-six feet in length, excluding sheer, which is used for pushing, hauling alongside, or any other method of towing, and not required by law to have a valid Certificate of Inspection by the U.S. Coast Guard, shall be under the actual direction and control of a person licensed for towing in the geographic area of the work by the U.S. Coast Guard. Licensed persons shall not perform command or other duties in excess of twelve hours in any consecutive twenty-four hour period except in an emergency.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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## SECTION 01723

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## SECTION 01723

## FIELD ENGINEERING FOR DREDGING

## PART 1 GENERAL

## 1.1 SUMMARY

## 1.1.1 Engineering Services

The Contractor shall furnish the required personnel, equipment, instruments, and transportation, as necessary to accomplish all required surveys. Reports and other data together with supporting material developed during the prosecution of the work shall be furnished to the Contracting Officer. The Contractor shall also provide adequate professional supervision and quality control to assure the accuracy, quality, completeness, and progress of the work.

The Contractor shall provide and pay for the following field engineering services for the project:

- a. Hydrographic and other survey work specified or required in execution of this project, except for surveys performed by the Government, as indicated in these specifications.
- b. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.

## 1.2 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referenced in the text by basic designation only. The Army Corps of Engineers references below may be viewed or downloaded free of charge via the Internet (<http://www.hnd.usace.army.mil/techinfo/>).

## U.S. ARMY CORPS OF ENGINEERS

EM 1110-1-1002	(1996) SURVEY MARKERS AND MONUMENTATIONS
EM 1110-2-1003	(2002) HYDROGRAPHIC SURVEYING
EM 1110-1-2909	(1998; Chg 2) Geospatial Data and Systems

## 1.3 DEFINITIONS

## 1.3.1 Survey Datum

The contract drawings refer to Mean Lower Low Water (MLLW). The Government will and the Contractor shall perform all surveys using the Mean Lower Low Water (MLLW) datum. The Contractor shall calibrate GPS equipment to the Corps of Engineers existing horizontal control net indicated on the drawings.

#### 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

Survey Plans; G, RO.

The Contractor shall submit, as part of the Quality Control Plan, a detailed plan describing the survey methods to be used during the work. The plan shall include the equipment to be utilized, tidal data, general site plan map, line designation map, calibration procedures to be used, expected horizontal and vertical accuracies, and pertinent information to describe the methods, and results to be obtained. Field surveys shall not begin until these plans are approved.

Layout Plan; G, RO.

A complete plan of the dredging areas showing the horizontal layout of all physical and electronic ranges to be used for horizontal control. The drawings shall be drawn at a scale sufficiently large to show all pertinent details. The drawings shall be submitted as blue or black lines on a white background.

Charts..

Current and tide charts to be used for the areas being dredged shall be submitted.

Survey Personnel.

Furnish a listing of the personnel who will perform the survey work required by this contract. The listing shall include a brief summary of the hydrographic survey experience of each person. The list shall be submitted prior to the preconstruction conference.

##### SD-05 Design Data

Field Survey Data.

Submit field data; depth sounder rolls, corrected for tide, and corresponding boat plots; daily logs; and quantity computations. Submit data sufficient for the Government to reproduce the Contractor's survey plot by referring only to this field data.

The electronic field data, including XY coordinates (points), and Z depths (elevations) in ASCII file format, shall be submitted on a daily basis with the CQC reports. Deficiencies shall be corrected and a re-survey of the area shall be performed, as necessary to ensure correction has been achieved. Data shall be submitted in a readable and usable format, utilizing industry recognized standard file formats and extensions. Data shall be submitted with a commercially available software program and technical support to provide the on-site capability to read and print the data.



### Electronic Tracking System.

The Contractor shall furnish required discs, CD-ROM, and charts to the Contracting Officer.

## 1.5 GENERAL HYDROGRAPHIC SURVEY REQUIREMENTS

All hydrographic surveys for this project shall follow the mandatory criteria given in EM 1110-2-1003 for the "Navigation and Dredging Support Surveys" class of survey as a minimum.

Survey lines may be run either perpendicular to the channel limits at 50 foot offsets or longitudinal at 25 foot offsets. The lines shall clearly identify the toe and extend out to a minimum of three times the project depth to accurately depict the side slope.

## 1.6 HORIZONTAL POSITIONING PROCEDURES AND ACCURACIES

a. Vessel positioning systems utilized on this contract shall conform to the allowable horizontal positioning criteria in EM 1110-2-1003. The positioning system used shall be capable of meeting or exceeding the accuracy requirements and shall not exceed the allowable ranges where indicated. The Contractor may be required to demonstrate to the Government that its positioning system is capable of meeting or exceeding the accuracy requirements in EM 1110-2-1003.

b. All dredges, all survey vessels, and all towing equipment engaged in transport of dredged material, shall be equipped with automated electronic positioning and progress track-plotting equipment having a degree of accuracy commensurate with EM 1110-2-1003. In addition, dredges shall have production recording and efficiency optimizing data collection equipment; capable of storing, plotting, and printing in-situ operational data.

## 1.7 ELECTRONIC TRACKING SYSTEM (ETS) FOR DREDGING AND OCEAN DISPOSAL VESSELS

The Contractor shall furnish an Electronic Tracking System (ETS) for surveillance of the movement and disposition of dredged material during excavation, ocean transit and disposal. This ETS shall be established, operated and maintained by the Contractor to continuously track in real-time the horizontal location and draft condition of the disposal vessel for the entire dredging cycle, including dredging area and disposal area.

### 1.7.1 ETS Standards

The Contractor shall provide an automated computer system and components to perform in accordance with EM 1110-1-2909. A copy of the EM can be downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-manuals>. Horizontal location shall have an accuracy equal to +/- 10 feet (horizontal repeatability). Vertical (draft) data shall have an accuracy of +/- 0.5 foot. Horizontal location and vertical data shall be collected in sets and each data set shall be referenced in real-time to date and local time (to nearest minute), and shall be referenced to the same state plane coordinate system used for the survey(s) shown in the contract plans. The ETS shall be calibrated as required, in the presence of the Contracting Officer at the work location before disposal operations have started, and at 30-day intervals while work is in progress. The Contracting Officer shall have access to the ETS in order to observe its operation. Disposal operations will not commence until the ETS to be used by the Contractor is certified

by the Contracting Officer to be operational and within acceptable accuracy. It is the Contractor's responsibility to select a system that will operate properly at the work location. The complete system shall be subject to the Contracting Officer's approval.

#### 1.7.2 Data Requirements and Submissions

All data shall be collected and stored on 3-1/2 inch disks or CD-ROM in ASCII format using IBM-compatible MS-DOS 5.0 or later version. Data shall include date, time, trip ID number, vessel name and name of vessel's captain, location and draft of disposal vessel every 500 feet (at least) during loading cycle and during travel to disposal area, and every minute (at least) or every 200 feet of travel, whichever is smaller, while approaching within 1000 feet and within limits of disposal area. Data collected while the disposal vessel is in the vicinity of the disposal area shall also be plotted in chart form, in 200-foot intervals, to show the track and draft of the disposal vessel approaching, traversing, and leaving the disposal area. More than one disposal area trip may be stored on a single disk or CD ROM as long as trip data is indexed and clearly identifiable. The completed, original disk or CD- ROM shall be furnished to the Contracting Officer within 24 hours. Plotted charts shall be organized and maintained at a central work location for inspection on a daily basis by the Contracting Officer. Plotted charts shall be organized as directed, bound and submitted weekly to the Contracting Officer for permanent file record.

#### 1.7.3 ETS

The ETS for each disposal vessel shall be in operation for all dredging and disposal activities and shall record the full round trip for each loading and disposal cycle. The Contracting Officer shall be notified immediately in the event of ETS failure and all dredging operations for the vessel shall cease until the ETS is fully operational. Any delays resulting from ETS failure shall be at the Contractor's expense.

#### 1.8 REFERENCE HORIZONTAL CONTROL DATA

At the preconstruction conference, the Contracting Officer will provide project control from which hydrographic surveys may be extended. This control shall be presumed to meet the accuracy requirements in EM 1110-2-1003. The Contractor shall immediately notify the Contracting Officer if existing control points have been disturbed. In the event new station monumentation is required to perform the work, new stations shall be monumented in accordance with EM 1110-1-1002 criteria, and an equitable adjustment will be made to the contract.

#### 1.9 DEPTH MEASUREMENT PROCEDURES AND CALIBRATION

##### 1.9.1 Depth Measurement Precision and Accuracy

Depth measurements including depth observation precision and resolution shall meet the vertical accuracy standards prescribed in EM 1110-2-1003.

##### 1.10 VERTICAL REFERENCE DATUMS

Depth measurements shall be reduced to the specified datum using concurrent staff/gage readings, as described in EM 1110-2-1003. Tide staffs/gages shall be constructed, referenced, maintained, stilled, and read in accordance with the criteria in EM 1110-2-1003.

### 1.11 FIELD DATA RECORDING, REDUCTIONS, ARCHIVING, AND PLOTTING REQUIREMENTS.

The data format fields for submitting reduced hydrographic data to the District is x y z. The topographic and feature data shall conform to the intergraph general 3D design file formats specified in the reference. Digital data shall be contained on a 3.5 inch floppy disk or CD-ROM.

### 1.12 VOLUME COMPUTATIONS

The Contractor shall have the capability to compute excavation quantities from work performed under this contract. The Contracting Officer will furnish construction templates and limits from which volumes are to be computed using any of the techniques given in EM 1110-2-1003. Section drawings shall be made at the horizontal and vertical scales given in EM 1110-2-1003.

### 1.13 MISCELLANEOUS QUALITY CONTROL PROCEDURES

#### 1.13.1 Automated System Synchronization Checks

Each automated hydrographic survey system shall be checked to insure adequacy of correlation between position and depth. Methods for performing this check are given in EM 1110-2-1003.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 CONTRACTOR SURVEYS

#### 3.1.1 Survey Personnel

The Contractor survey work to be performed under this contract shall be accomplished by, or reviewed and approved by a surveyor familiar with and having personal experience with hydrographic surveys. In addition, the survey personnel shall also be familiar with and have personal experience with hydrographic surveys.

#### 3.1.2 Contractor Quality Control Surveys

The Contractor shall examine his work by conducting hydrographic surveys at no more than 30-day intervals, upon completion of separable portions of the work, and upon completion of the entire work. Contractor quality control surveys shall also be performed and submitted to the Contracting Officer prior to any request for a Government survey for final acceptance. The Contractor shall prepare survey maps based on the results of these surveys.

These maps shall be used, by the Contractor, to satisfy himself of the effectiveness of his operations. Attainment of contract depth shall be verified, and a comparison of actual progress and in-place quantities dredged with scheduled progress shall be performed. Contractor surveys will not be used for final payment or acceptance. See Section 02325 DREDGING for additional Contractor survey requirements.

#### 3.1.3 Contractor Progress Payment Surveys

The Contractor shall conduct surveys for any periods for which progress payments are requested. The Contractor will make the computations based on these surveys. All surveys accomplished by the Contractor shall be

conducted under the direction of the Contracting Officer, unless the Contracting Officer waives this requirement for each specific instance. Promptly upon completing a survey, the Contractor shall furnish the all data relating to the survey to the Contracting Officer, who will use the data as necessary to determine the amount of progress payments.

### 3.2 GOVERNMENT SURVEYS

#### 3.2.1 Government Quantity Surveys

The Contracting Officer will conduct the original and final surveys for all dredging areas and make all quantity computations based on those surveys. The surveys will be performed at no expense to the Contractor, except as noted in paragraph "Final Examination and Acceptance" below and as specified in Section 02325 DREDGING. The Contractor shall give a minimum of 3 days notice before completion of a portion of the work requiring a post-dredge survey. A minimum of 2 days will be required by the Government for completion of each of the post-dredge surveys at the site and another 10 to 15 days for calculation of quantities removed and verification of completion of work.

All quantity estimates for dredged material removed will be determined using either single beam or multi-beam survey technology. If single beam technology is used, all edited sounding information obtained from Government pre and post dredge surveys will be used in determining the payable quantity of dredged material removed. If multi-beam survey technology is used, then a 3-foot by 3-foot matrix using the sounding closest to cell center (shot depth) will be generated from the edited multi-beam data and used in determining the payable quantity of dredged material removed. A Digital Terrain Model (DTM) will be created from each of the pre and post dredge surveys. A channel design template will be created at the required dredging depth and at the total allowable overdepth. Each of the channel design templates will be compared with the pre dredge DTM to determine the available quantity of required dredge material and available quantity of overdepth material. The same channel design templates will be compared to the post dredge DTM to determine the quantity of material remaining above the required dredging depth and the quantity of material remaining above the total allowable overdepth. The quantity of required dredged material removed will be derived from these comparisons. If the "box-cutting method of dredging is used to remove dredge material contained in side slopes where "box-cutting is permitted, the channel design templates will be modified to include a "box-cut" width.

In all cases, the same channel design templates will be used to determine both the pre and post dredge quantities. Material removed below the total allowable overdepth will not be included in the payable quantity of material.

#### 3.2.2 Final Examination by the Government

a. Submission of all Contractor quality control survey data, including plots, is required prior to performance of final examination and acceptance surveys by the Government.

b. As soon as practicable after completion of the entire work or any section thereof such work will be thoroughly examined at the expense of the Government by sounding or sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove the shoals by dredging at the contract rate for dredging. If the

bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. Dragging the bottom to remove lack of contract depth will not be permitted. The Contractor will be notified when soundings and/or sweepings are to be made, and may be permitted to accompany the survey party if approved by the Contracting Officer. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than one sounding or sweeping operation by the Government over an area be necessary by reason of work for removal of shoals disclosed by a prior sounding or sweeping, the cost of such second and any subsequent sounding or sweeping operations will be charged against the Contractor. The rate for each day in which the Government survey plant is engaged in such sounding or sweeping operations and/or is en route to or from the site, or is held, for the Contractor's convenience at or near the site for these operations, shall be \$2,400.00.

### 3.2.3 Final Acceptance by the Government

Final acceptance of the whole or any part of the work, and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

-- End of Section --

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## DIVISION 02 - SITE CONSTRUCTION

## SECTION 02325

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- 1.4 SUBMITTALS
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-- End of Section Table of Contents --

## SECTION 02325

## DREDGING

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

## CORPS OF ENGINEERS (COE)

COE EM-385-1-1 (2003) Safety and Health Requirements Manual

## 1.2 RELATED WORK SPECIFIED ELSEWHERE

## 1.2.1 Environmental Protection Requirements

Provide and maintain during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution. See Section 01355 ENVIRONMENTAL PROTECTION.

## 1.2.2 Underwater Diving Operations

In the event that underwater diving operations become necessary due to the work of this contract, such operations shall be conducted in accordance with CORPS OF ENGINEERS (COE) COE EM-385-1-1 Section 30.

## 1.3 DEFINITIONS

## 1.3.1 Maintenance Material

Maintenance material is defined as the shoals and sediments that have accumulated within the Federal Channel and anchorage areas since completion of the last improvement or maintenance dredging. Maintenance material also includes accumulated sediment and other material that sloughs off side slopes, including sawdust, mill waste and small boulders.

## 1.3.2 Qualifying Heavy Boulders and Debris

Qualifying heavy boulders and debris are defined as debris and large rocks, in excess of two cubic yards in size, which can not be removed by the plant and equipment employed for the project, but which require equipment, procedures, and techniques which are not a part of the ordinary dredging operation, to accomplish the removal. Qualifying heavy boulders and debris shall be disposed in the same manner as maintenance material.



#### 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

Work Plan; G, RO.

The Contractor shall submit a work plan for accomplishing the dredging work of this contract. The following items shall be considered, at a minimum, for inclusion in the work plan:

- a. Anticipated plant and equipment.
- b. Proposed methods for the removal and disposal of qualifying heavy boulders and debris.
- c. Expected coordination requirements.
- d. Survey requirements.
- e. Proposed means and methods for minimizing turbidity during dredging operations.
- f. Proposed measures for avoiding damage to adjacent structures and banks of the Harbor.
- g. Proposed measures to avoid overdredging.

##### Debris Management Plan.

A debris management plan shall be developed as specified in this section and submitted to the Contracting Officer for review.

##### Inspection of Disposal.

Submit names of inspectors certified by the Corps of Engineers to be used for monitoring disposal activities for the Government.

##### Scow Cards.

Submit scow cards for each scow to be used for contract work. Scow cards shall have information specified in paragraph "Scows."

##### SD-05 Design Data

##### Equipment and Performance Data.

The Contractor shall furnish proof of electronic positioning equipment calibration to the Contracting Officer.

##### Daily/Monthly Report of Operations

The Contractor shall prepare and submit two (2) copies of the Daily Report of Operations, using ENG Form No. 4267, for each dredge. This report shall

be submitted on a daily basis. A copy of this form is appended to the end of this Section. In addition to the daily report, the Contractor shall prepare a Monthly Report of Operations for each month or partial month's work on ENG Form No. 4267. The monthly report shall be submitted to the Contracting Officer on or before the 7th of each month, consolidating the previous month's work. Upon completion of the project, the Contractor shall submit a consolidated project report, combining the monthly reports.

Additionally, one copy of the reports shall be maintained by the Contractor on each dredge for the Contracting Officer's inspection purpose. Further instructions on the preparation of the reports will be furnished at the Preconstruction Conference.

## 1.5 NOTIFICATIONS

### 1.5.1 Notice of Misplaced Material

The Contractor shall notify the Contracting Officer and the U.S. Coast Guard Marine Safety Office of any misplaced material.

### 1.5.2 Notice of Need for Dredging Survey

The Contractor shall give advance notice to the Contracting Officer of the need for a after-dredging survey for final acceptance for each acceptance section. See Section 01723 FIELD ENGINEERING FOR DREDGING, Article GOVERNMENT SURVEYS.

### 1.5.3 Relocation of Navigation Aids

The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Coast Guard District Commander, in writing, with a copy to the Contracting Officer, 30 days in advance of the time he plans to dredge adjacent to any aids which require relocation to facilitate the dredging operation. A copy of the notification shall be provided to the Contracting Officer.

## 1.6 MATERIAL TO BE REMOVED

### 1.6.1 Character of Materials to be Removed

Samples have been taken by the Government to determine the character of materials to be removed. Although the results of such explorations are representative of subsurface conditions at their respective locations, local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered materially different within the purview of the contract. Grain size curves of samples taken from the areas to be dredged, and a map of the locations where the samples were taken are attached at the end of this section. The Contractor is expected to examine the site of the work and decide the character of the material for himself.

#### 1.6.1.1 Grain Size Analysis

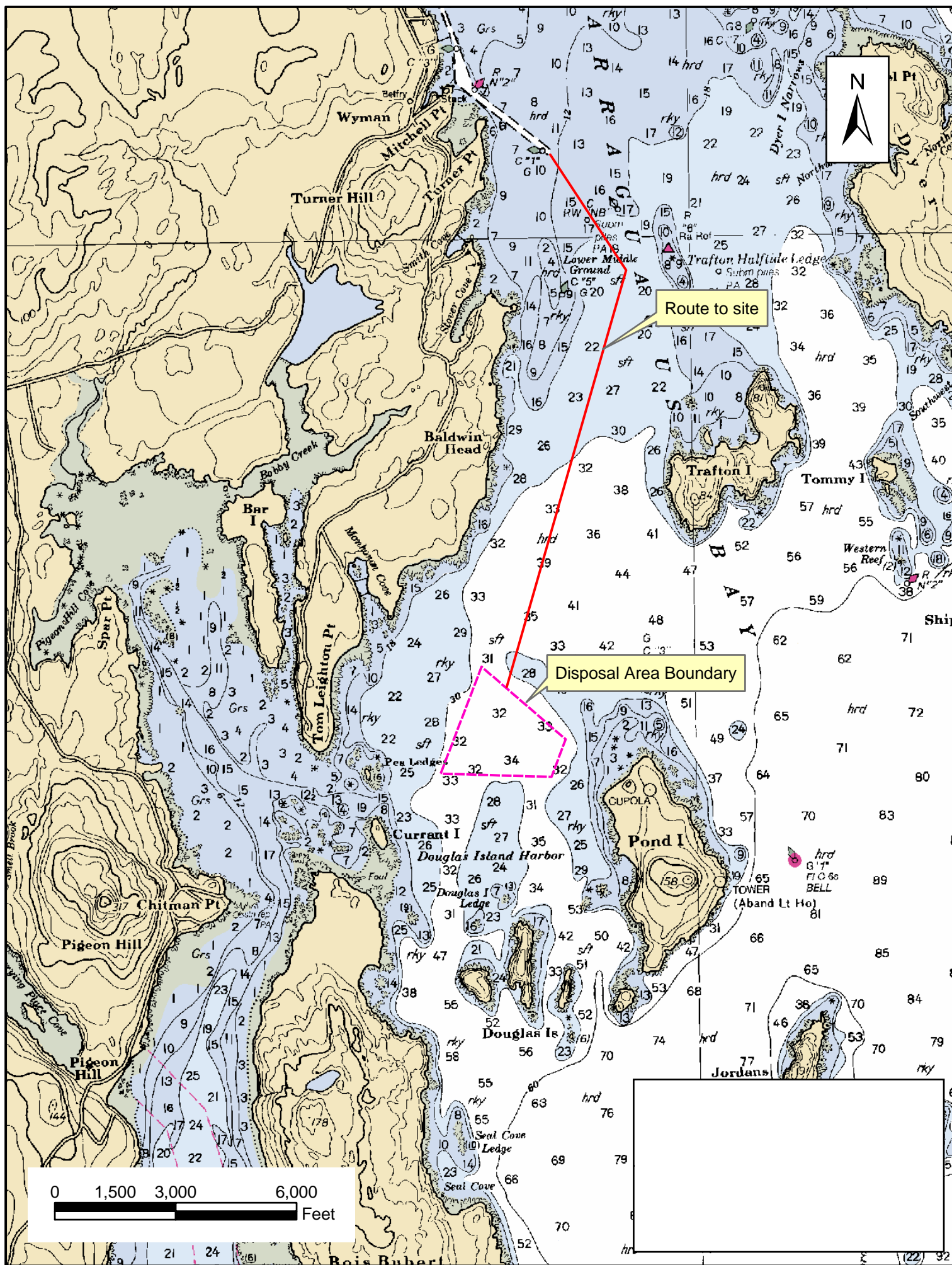
Physical grain size analysis showed that the material from the Federal Channels and anchorage areas are composed predominantly of fine-grained sediment: silt and clay. However, a wide mix of materials is expected, including sawdust and other mill waste, gravel, and boulders of various sizes. The two 9 foot anchorage areas at the southern end of the project were last dredged in 1900 and may contain larger amounts of boulders and

QUALITY CONTROL REPORT- BUCKET/PIPELINE DREDGE											
CONTRACT NO.		CONTRACT TITLE				CONTRACTOR		DATE		REPORT NO.	
CHARACTER OF WORK		<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> ENVIROMENTAL									
DREDGE		NAME		SIZE	PIPELINE			DIPPER OR BUCKET SIZE			
		HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET			CUTTER OR BUDGET		
		NO. OF CREW MEMBERS	DREDGE		SHORE		OTHER PLANT		TOTAL		WORK SCHEDULE
LOCATION/CHANNEL OF WORK											
LOCATION OF WORK		REACH DREDGED STATION. TO STATION		DISPOSAL AREA USED		QTY DEPOSITED GROSS (CY)		CUMULATIVE AND QTY DEPOSIT FOR DA (CY)			
CHARACTER OF MATERIAL (%)		GRAVEL_____	SAND_____		CLAY_____		MUD_____		SILT_____		
		HARDPAN_____		STONE_____		SHELL_____		OTHER_____			
CHANNEL CONDITION		AVERAGE DEPTH		BEFORE DREDGING_____			AFTER DREDGING_____				
RIVER/TIDE STAGE		MIN	TIME		MAX		TIME		GAGE LOCATION		
		MIN	TIME		MAX		TIME		GAGE DATUM		
WEATHER CONDITION		WEATHER		TEMP		VISIBILITY			WIND		
WORK PERFORMED					DISTRIBUTION OF WORK						
ITEM		UNIT		QUANTITY		EFFECTIVE WORKING TIME (CHARGEABLE TO COST OF WORK)			HR.	MIN.	
AVERAGE WIDTH OF CUT		FT				PUMPING OR DREDGING					
TOTAL ADVANCE THIS PERIOD		FT				PCT OF EFFECTIVE TIME		%			
						BOOSTER (IN LINE)					
TOTAL ADVANCE PREVIOUSLY		FT				NON-EFFECTIVE WORKING TIME (CHARGEABLE COST TO WORK)					
TOTAL ADVANCE TO DATE		FT				HANDLING PIPE LINES					
FLOATING PIPE_____		SHORE PIPE_____		SUBMERGED PIPE_____		HANDLING ANCHOR LINES					
TOTAL LENGTH OF DISCHARGE PIPE		FT				CLEARING PUMP AND PIPE LINES					
____ H.P. BOOSTER ADDED @ ____ FT TO DA _____						CLEARING CUTTER OR SUCTION HEAD					
____ H.P. BOOSTER ADDED @ ____ FT TO DA _____						WAITING FOR SCOWS					
CUBIC YARDS REMOVED		GROSS		CREDITED		TO AND FROM WHARF OR ANCHORAGE					
AMOUNT DREDGED THIS DATE						CHANGING LOCATION OF PLANT ON JOB					
AMOUNT PREVIOUSLY REPORTED						LOSS DUE TO OPPOSING NATURAL ELEMENTS					
TOTAL AMOUNT DREDGED TO DATE						SHORE LINE AND SHORE WORK					
AMOUNT DREGGED PER PUMPING/CUTTING HR						WAITING FOR BOOSTER					
						MINOR OPERATING REPAIRS (EXPLAIN IN REMARKS)					
OPERATING SUPPLIES					WAITING FOR ATTENDENT PLANT						
COMMODITY		CONSUMED		CREDITED		PREPARATION AND MAKING UP TOW					
ITEM		UNIT	QUANTITY		QUANTITY		TRANSFERRING PLANT BETWEEN WORKS				
FUEL		BBL					LAY TIME OFF SHIFT AND SATURDAYS				
							SUNDAYS AND HOLIDAYS				
							FIRE DRILL				
ELECTRICITY		KW					MOVING OUT OF WAY OF TRAFFIC				
							MISCELLANEOUS (EXPLAIN IN REMARKS)				
LUBRICANTS		GAL					TOTAL NON-EFFECTIVE TIME				
							PCT. OF NON-EFFECTIVE		%		
MOB DATE: _____		DREDGE START: _____		DEMOB DATE: _____		TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (CHARGEABLE TO COST OF WORK)					

QUALITY CONTROL REPORT-PIPELINE DREDGE

CONTRACT NO.		CONTRACT TITLE		CONTRACTOR		DATE		REPORT NO.					
ATTENDANT PLANT													
ITEM	NAME OR NUMBER	H.P.	HOURS										
										LOST TIME			
										(NOT CHARGEABLE TO COST OF WORK)			
										MAJOR REPAIRS AND ALTERATIONS			
										CESSATION			
										COLLISIONS			
										MISCELLANEOUS			
										TOTAL LOST TIME			
										PERCENTAGE OF TOTAL TIME		%	
										TOTAL TIME IN PERIOD			

NARRATIVES





Grain size distribution curve for a sample of sand. The graph plots Percent Finer (0 to 100) against Grain Size in mm (logarithmic scale from 200 to 0.001). The curve shows a well-graded sand with a maximum grain size of approximately 4.75 mm and a minimum grain size of approximately 0.075 mm.

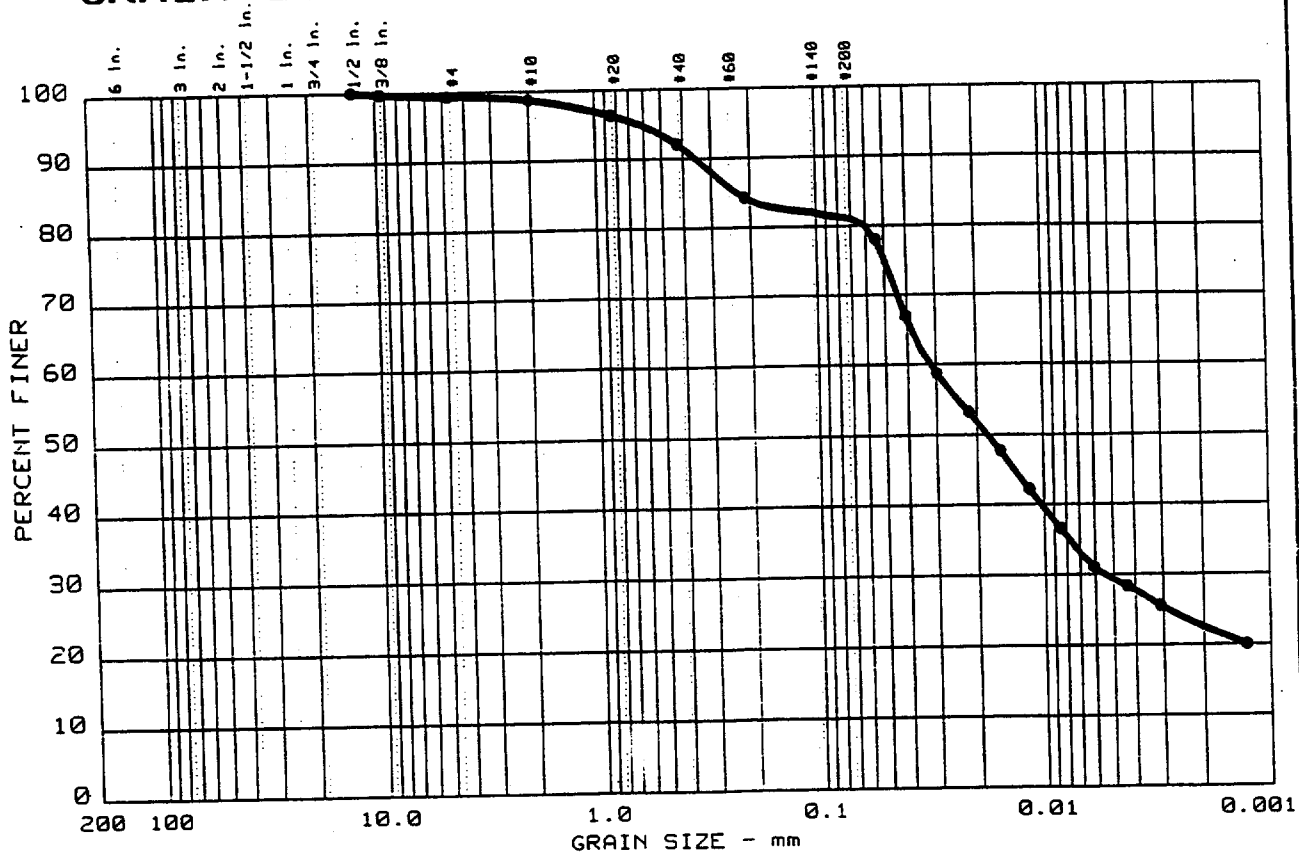
Grain Size (mm)	Percent Finer (%)
4.75	100
2.5	96
1.18	94
0.85	92
0.6	87
0.425	72
0.3	60
0.25	50
0.15	39
0.106	33
0.075	32
0.06	29
0.0475	27
0.0375	22
0.03	21
0.025	19
0.02	17
0.015	15
0.0125	14
0.01	13

Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
5	0.0	7.0	61.6	19.1	13.3

[illegible]

MATERIAL DESCRIPTION		USCS	AASHTO
● Gray Silty Sand		SM	
Project No.: 446-60293 Project: Narraguagus River ● Location: A		Remarks:          Figure No. _____	
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA			

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 2	0.0	0.7	18.2	51.9	29.2

LL	PI	D <sub>95</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.229		0.0178	0.0054				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Lean Clay w/Shells	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV. 34875 B

Date: July 29, 1996

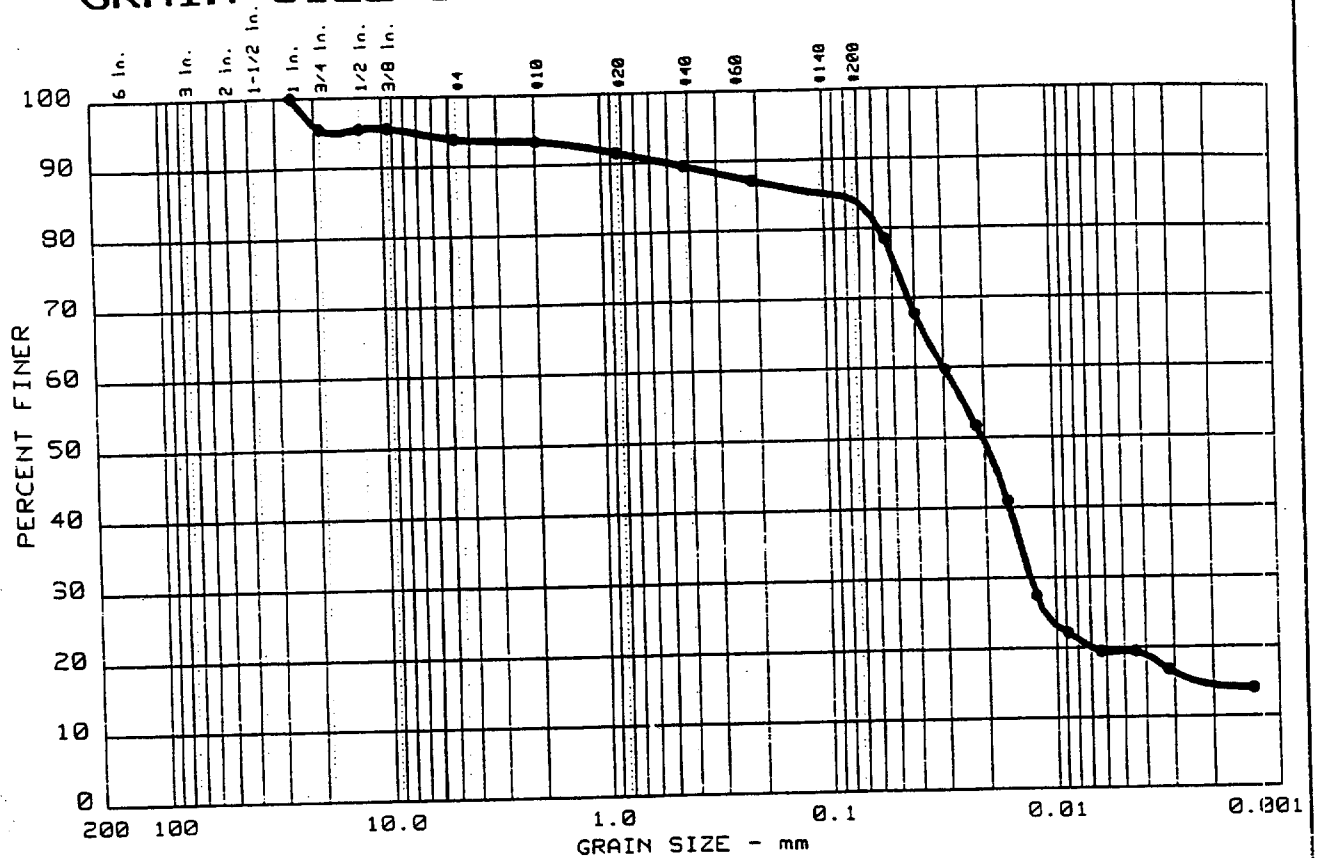
GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:

Figure No. \_\_\_\_\_



# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 3	0.0	6.1	9.7	64.6	19.6

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.0989		0.0204	0.0130	0.0024			

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Lean Clay w/Organics	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34876 'C'

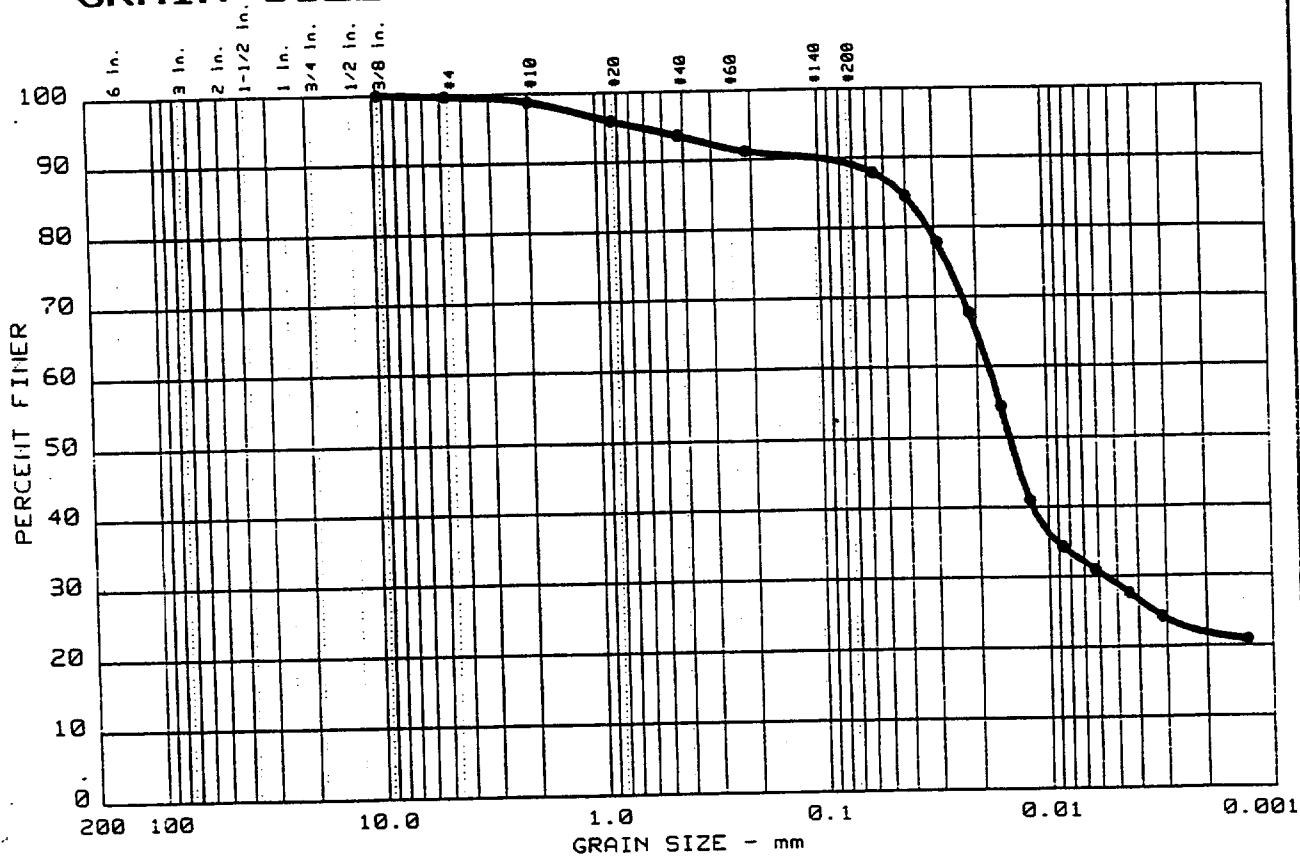
Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 4	0.0	0.3	10.4	60.5	28.8

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.24	0.018	0.0146	0.0056				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Lean Clay w/ organics	ML-CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34877 D

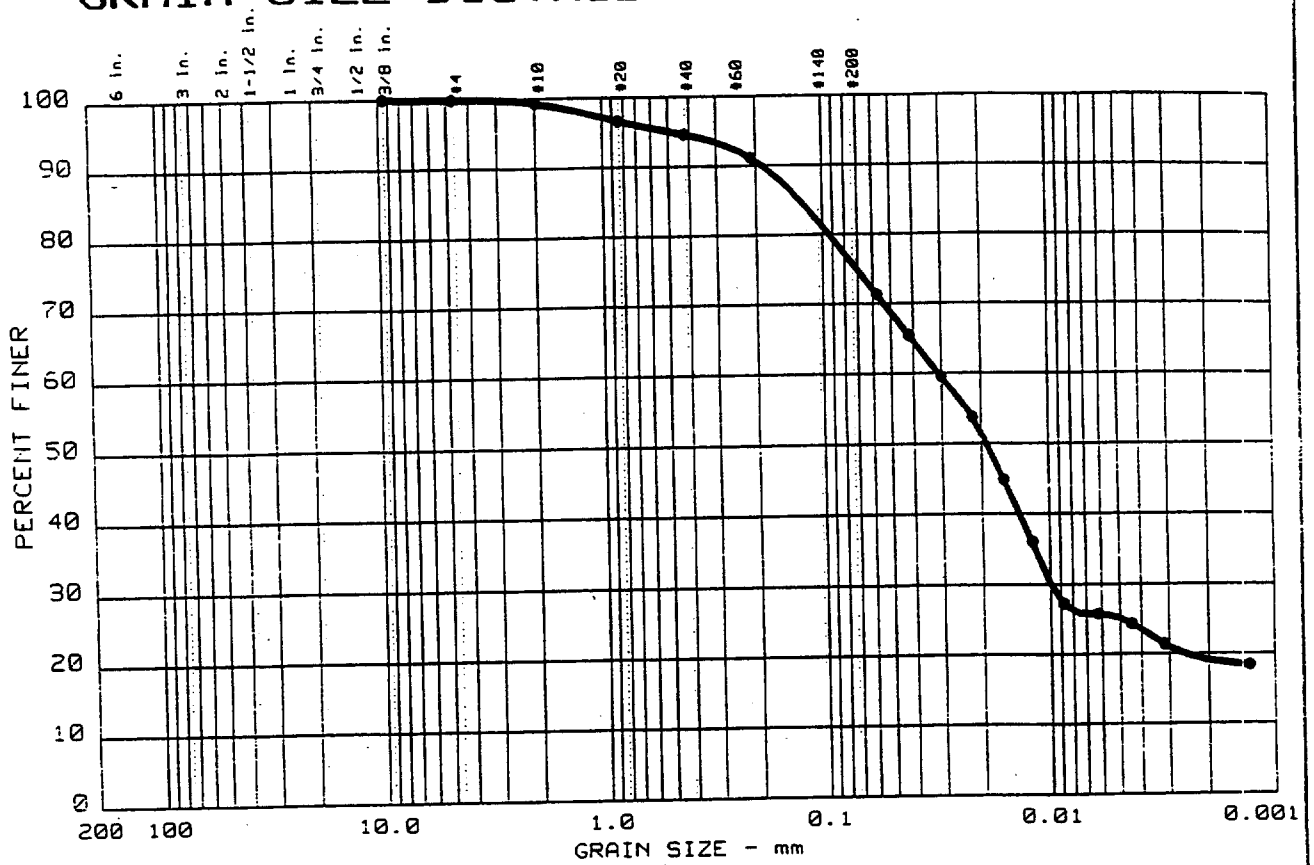
Remarks:

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT

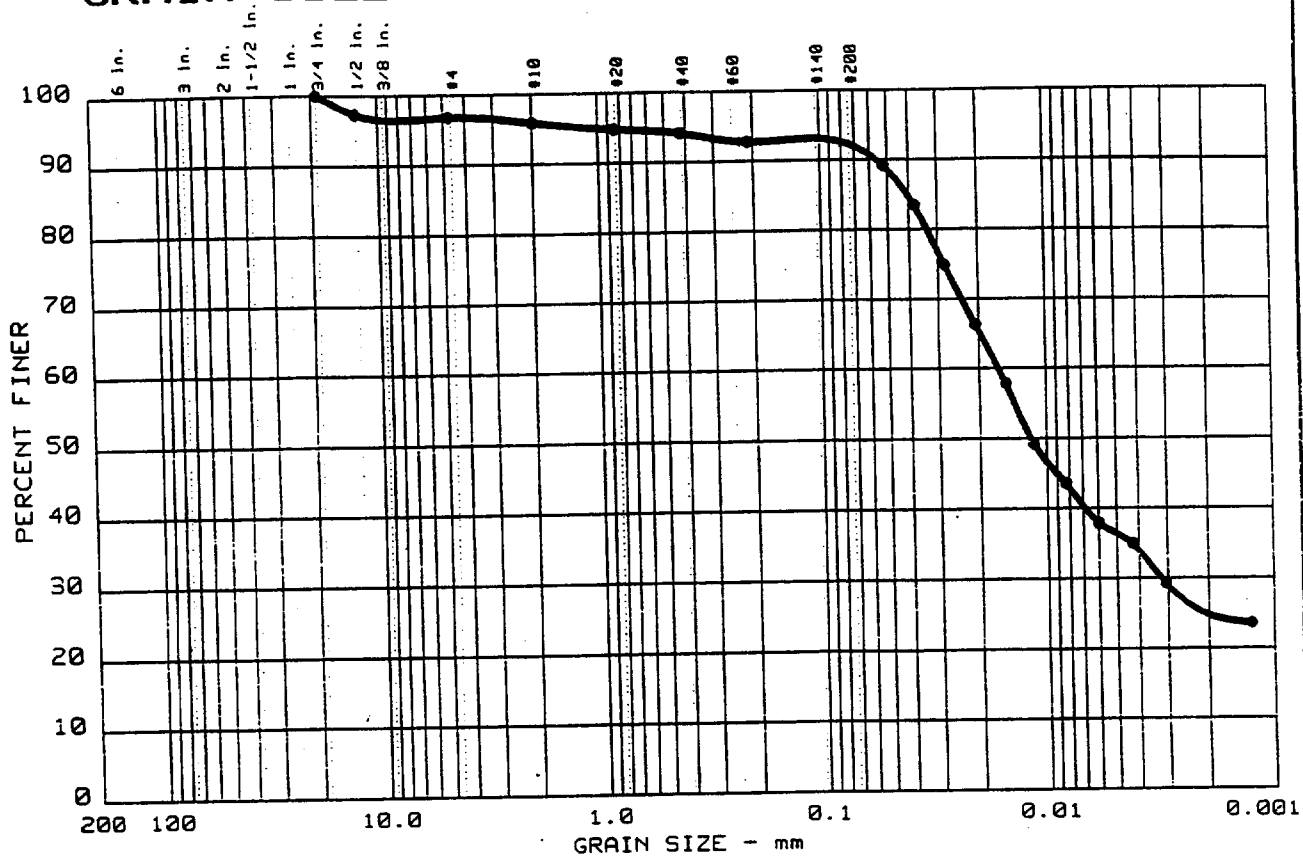


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 5	0.0	0.2	23.7	51.1	25.0

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.127	0.031	0.0190	0.0100				

MATERIAL DESCRIPTION		USCS	AASHTO
• Gray Sandy Lean Clay w/organics		ML-CL	
Project No.: 446-50293 Project: Narraguagus River • Location: ENV 34879 E		Remarks:  Figure No. _____	
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA			

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 6	0.0	3.2	4.5	56.0	36.3

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.04	0.016	0.0118	0.0032				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Lean Clay	ML-CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34879 F

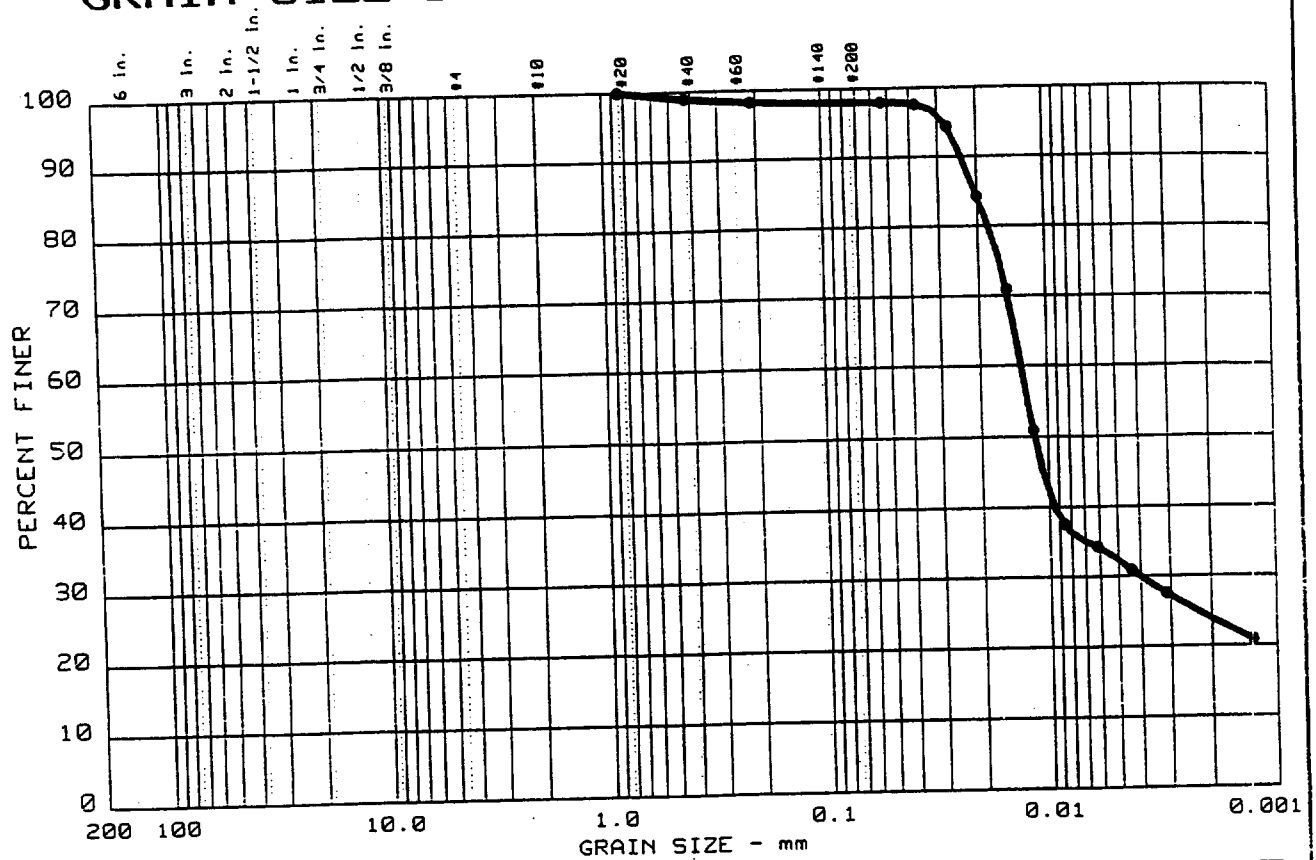
Remarks:

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT

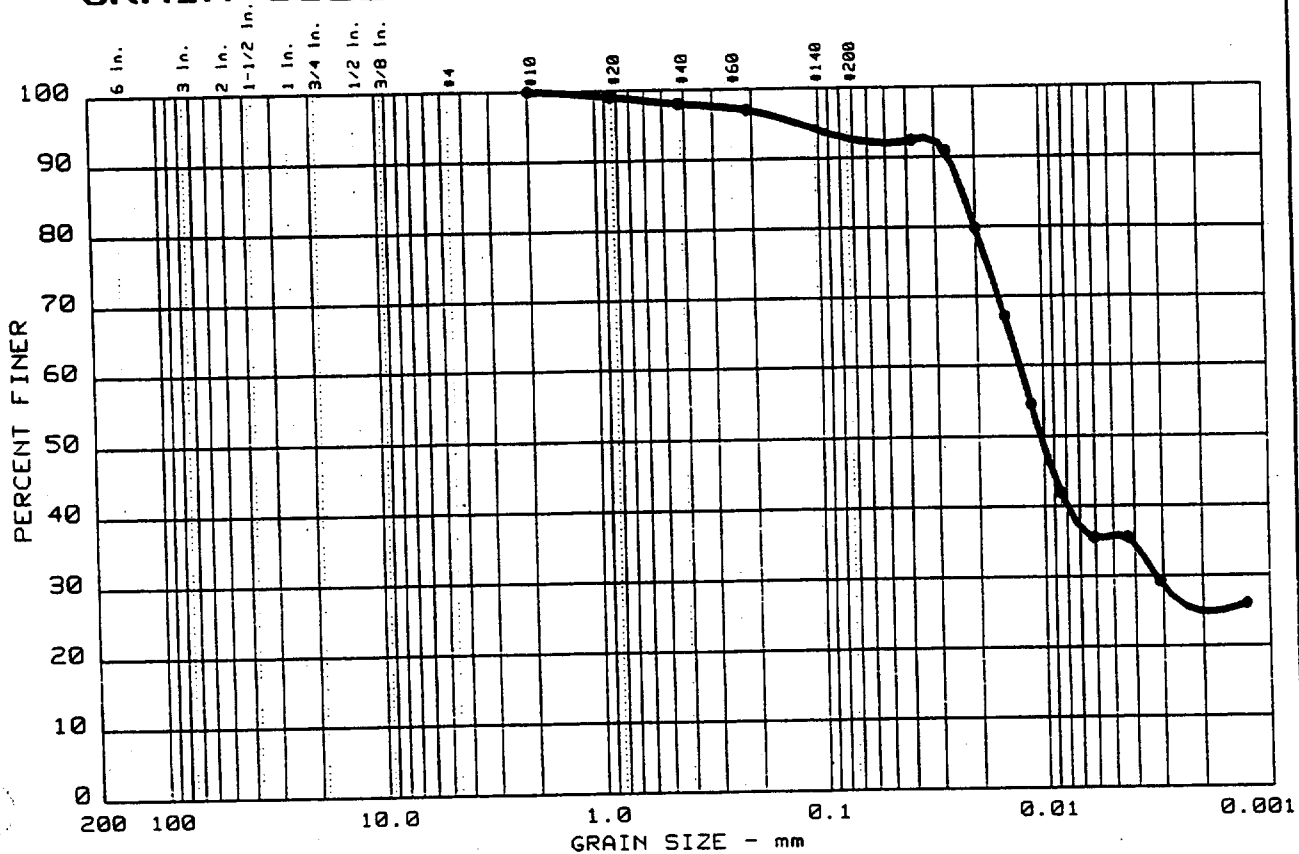


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
7	0.0	0.0	2.0	65.7	32.3

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.02	0.013	0.0116	0.0040				

MATERIAL DESCRIPTION		USCS	AASHTO
● Gray Lean Clay		CL	
Project No.: 446-60293 Project: Narraguagus River ● Location: ENV 34880 G  Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA		Remarks:    Figure No. _____	

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
9	0.0	0.0	7.2	57.0	35.8

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.075	0.06	0.0104	0.0032				

MATERIAL DESCRIPTION	USCS	AASHTO
Gray Lean Clay	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 Location: ENV 34882 H

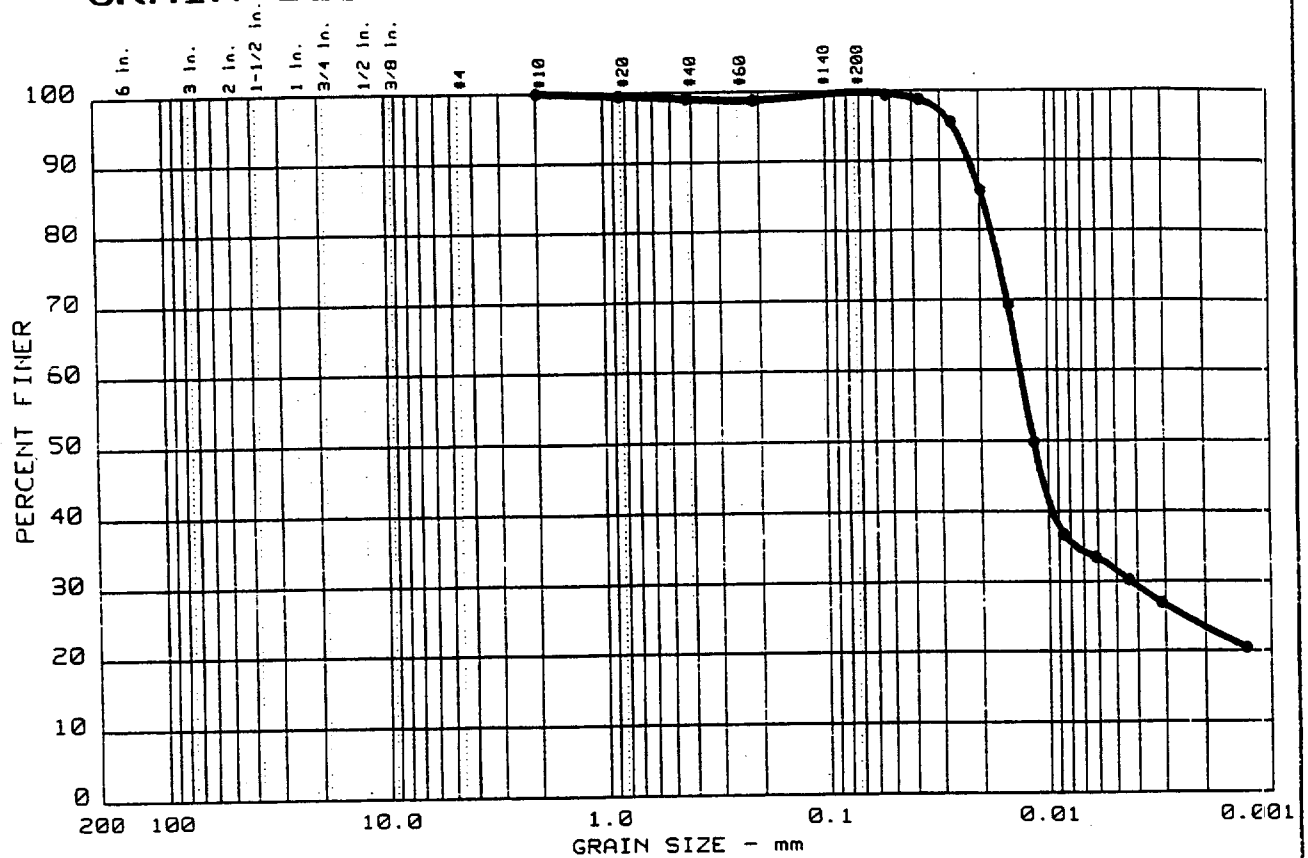
Remarks:

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 8	0.0	0.0	0.2	68.3	31.5

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		2.02	0.013	0.0117	0.0043				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Lean Clay	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34881 I

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:

Figure No. \_\_\_\_\_

Grain size distribution curve showing Percent Finer versus Grain Size (mm). The curve is plotted on a semi-logarithmic scale. The Y-axis represents Percent Finer (0 to 100). The X-axis represents Grain Size in mm (logarithmic scale from 200 to 0.001). The curve shows a bimodal distribution with a primary peak around 0.075 mm and a secondary peak around 0.0075 mm.

Grain Size (mm)	Percent Finer (%)
200	100
100	100
50	100
25	100
12.5	100
6.3	100
3.15	100
1.6	100
0.8	100
0.425	100
0.25	100
0.15	100
0.075	100
0.0425	100
0.025	100
0.015	100
0.0075	100
0.00425	100
0.0025	100
0.0015	100
0.00075	100

[illegible]

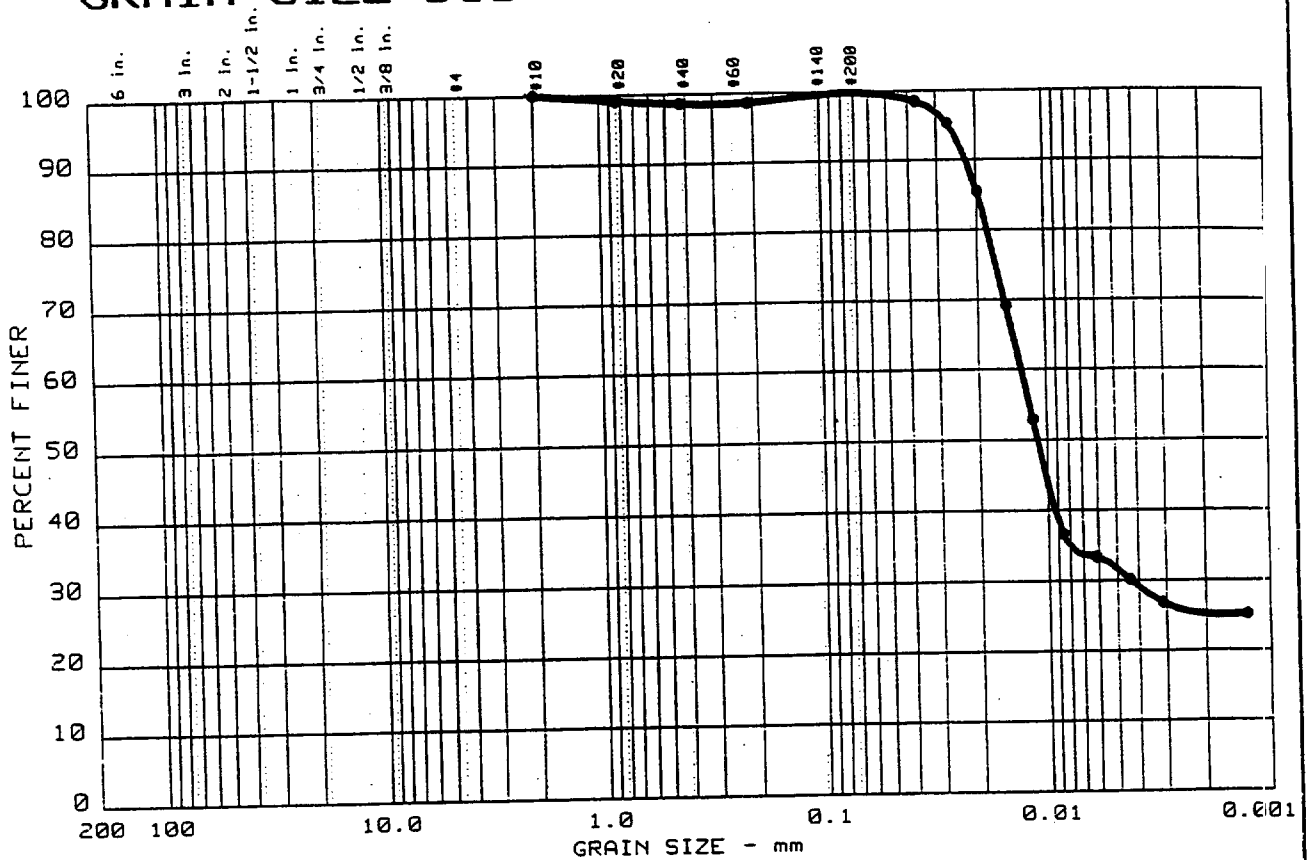
Project No.: 446-50293  
Project: Narraguagus River  
• Location: ENV 34883 J

GRAIN SIZE DISTRIBUTION TEST REPORT  
PSI  
Canton, MA

Figure No. \_\_\_\_\_



# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 11	0.0	0.0	0.2	68.1	31.7

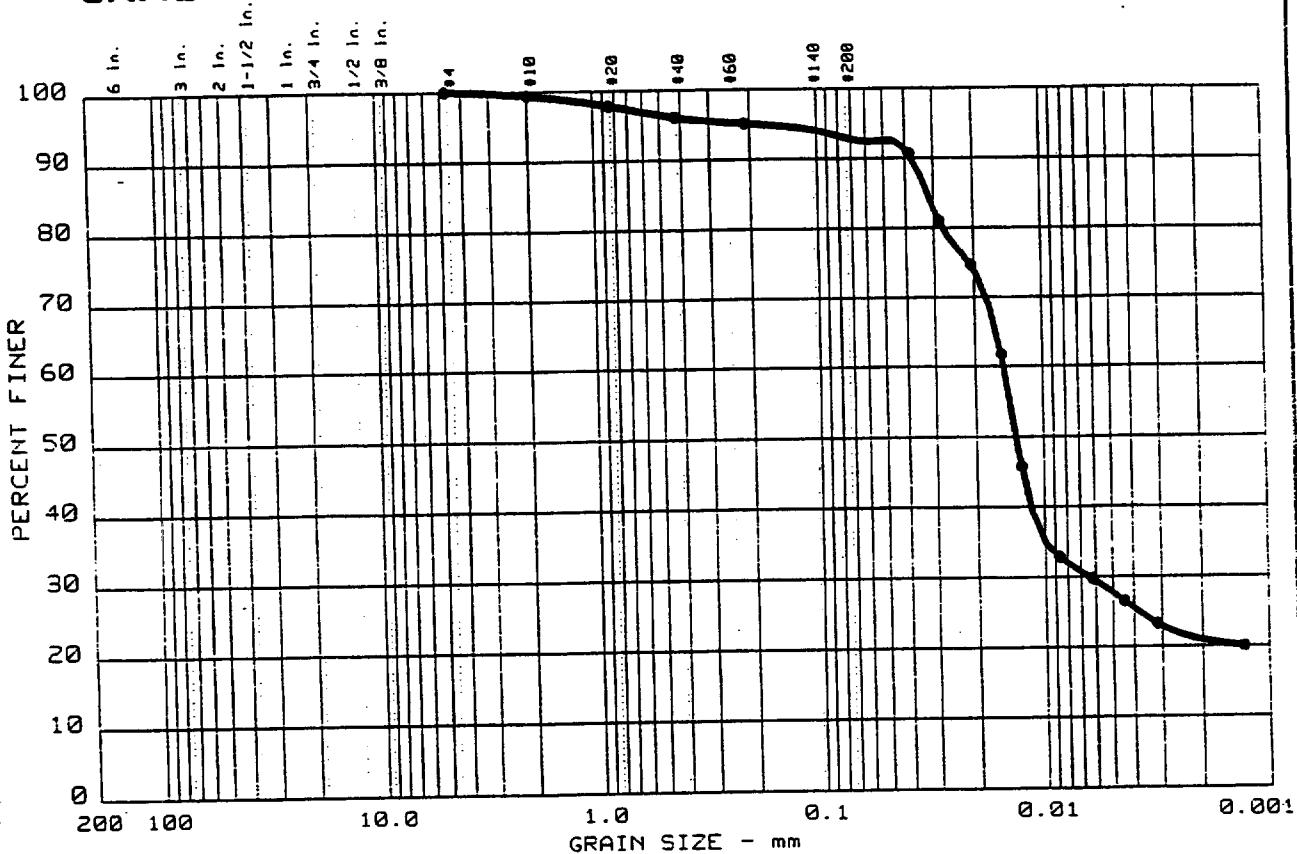
LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.02	0.013	0.0111	0.0043			-	

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Lean Clay	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34884 K  
  
 Date: July 29, 1996  
 GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:  
  
 Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT

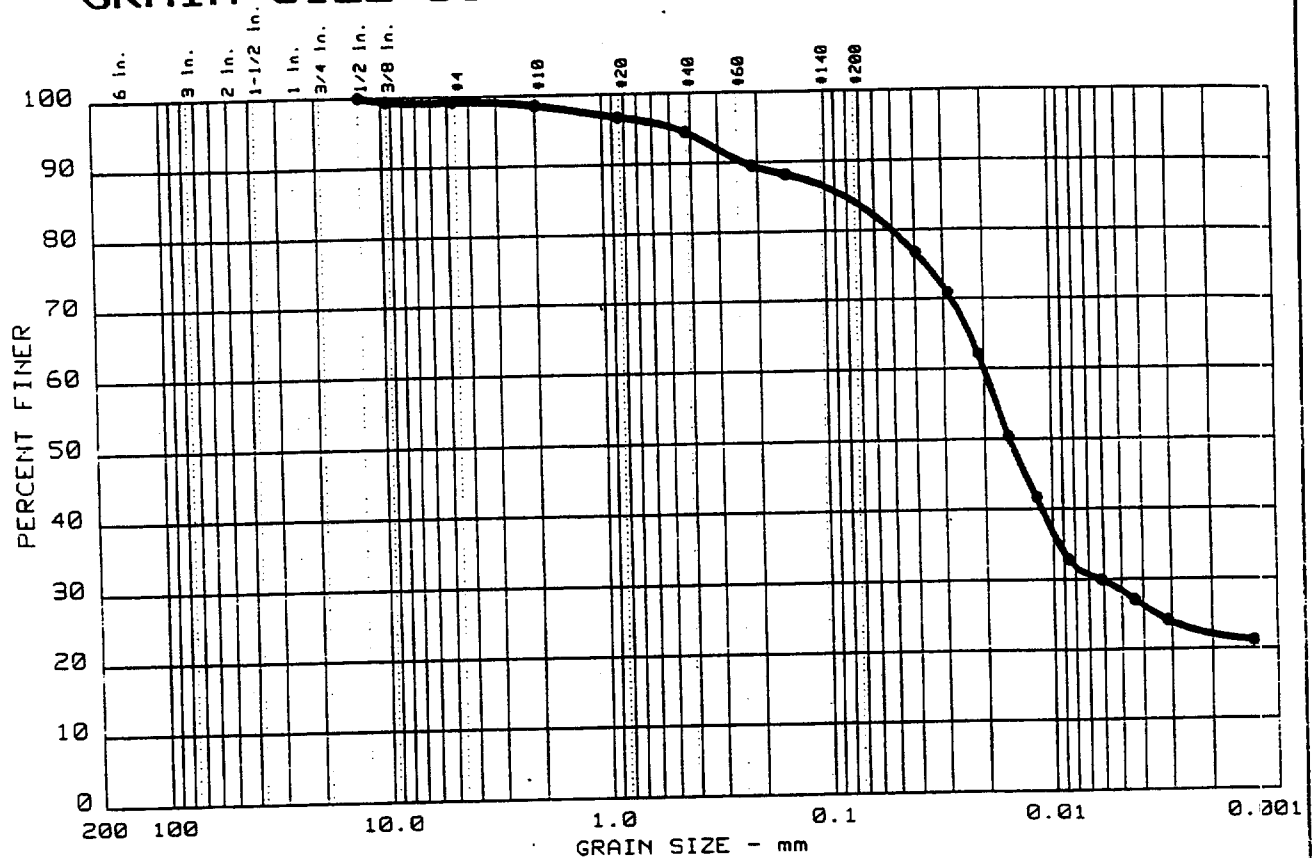


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
12	0.0	0.0	7.0	65.4	27.6

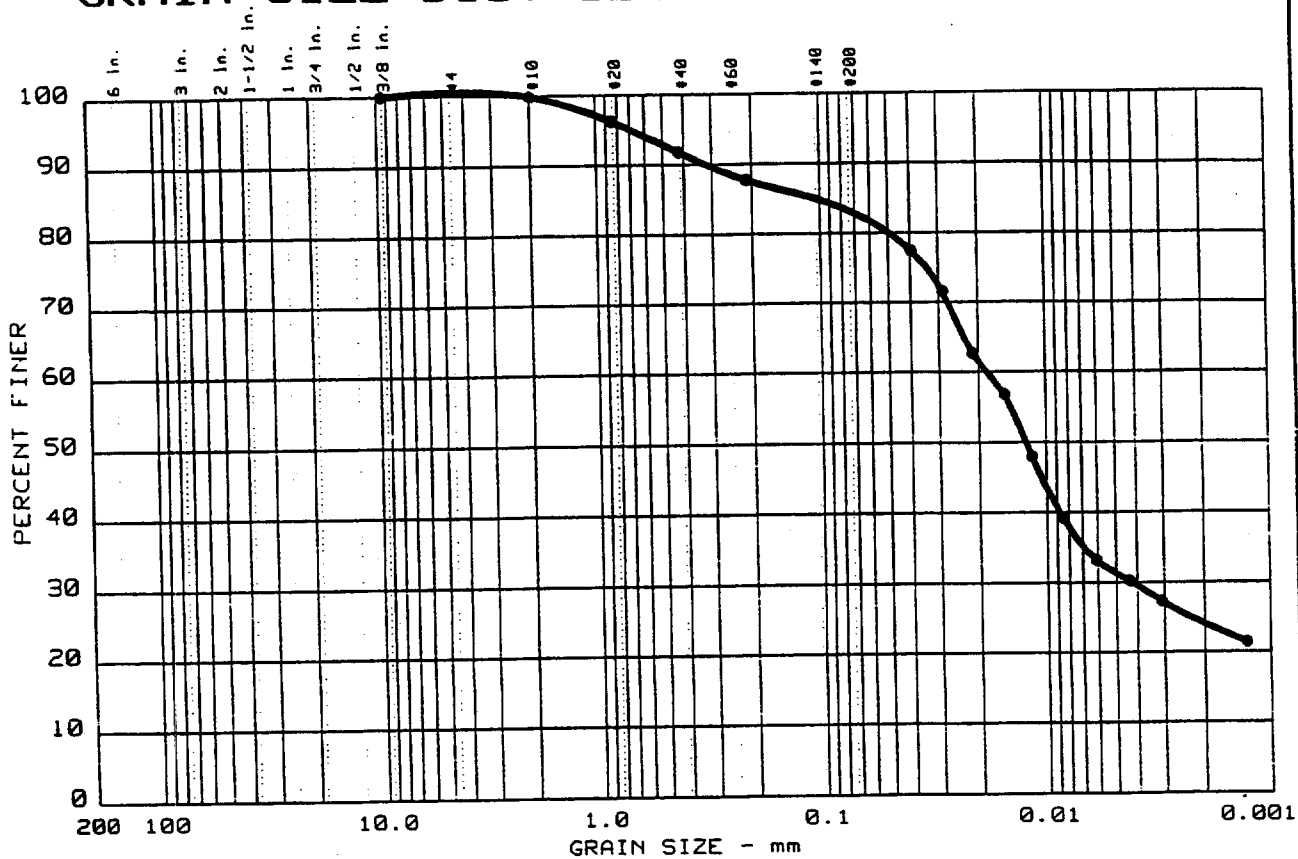
LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.03	0.015	0.0134	0.0064				

MATERIAL DESCRIPTION		USCS	AASHTO
Gray Lean Clay		ML-CL	
Project No.: 446-60293 Project: Narraguagus River Location: ENV 34885 L		Remarks:	
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA			
		Figure No. _____	

# GRAIN SIZE DISTRIBUTION TEST REPORT



# GRAIN SIZE DISTRIBUTION TEST REPORT

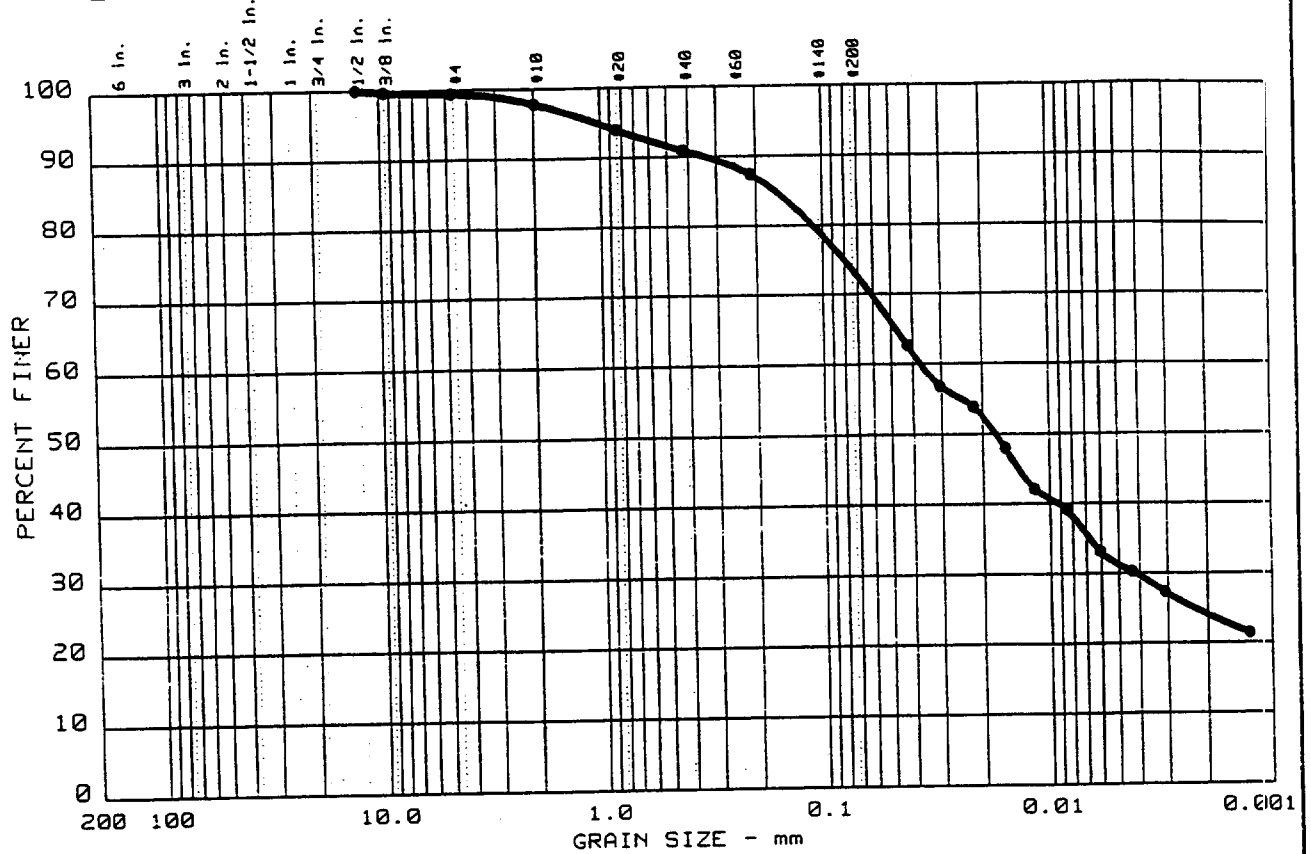


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 14	0.0	-0.6	17.3	52.0	31.3

LL	PI	D <sub>95</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.106	0.018	0.0123	0.0042				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Lean Clay	ML-CL	
<div> <div>Project No.: 446-60293</div> <div>Project: Narraguagus River</div> <div>• Location: ENV 34887 N</div> </div> <div> <div>Date: July 29, 1996</div> <div>GRAIN SIZE DISTRIBUTION TEST REPORT</div> <div>PSI</div> <div>Canton, MA</div> </div>		
Remarks:		Figure No. _____

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 15	0.0	0.6	25.6	42.6	31.2

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.164	0.037	0.0174	0.0042				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Silty some clay trace organics	ML-CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34888 0

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:

Figure No. \_\_\_\_\_

Grain size distribution curve showing Percent Finer versus Grain Size (mm). The curve is plotted on a semi-logarithmic scale. The Y-axis represents Percent Finer (0 to 100). The X-axis represents Grain Size in mm (logarithmic scale from 200 to 0.001). The curve shows a bimodal distribution with a primary peak around 0.075 mm and a secondary peak around 0.0075 mm.

Grain Size (mm)	Percent Finer (%)
200	100
100	100
50	100
25	100
12.5	100
6.3	100
3.15	100
1.6	100
0.8	100
0.425	100
0.25	100
0.15	100
0.075	100
0.0425	100
0.025	100
0.015	100
0.0075	100
0.00425	100
0.0025	100
0.0015	100
0.00075	100
0.000425	100
0.00025	100
0.00015	100
0.000075	100
0.0000425	100
0.000025	100
0.000015	100
0.0000075	100
0.00000425	100
0.0000025	100
0.0000015	100
0.00000075	100
0.000000425	100
0.00000025	100
0.00000015	100
0.000000075	100
0.0000000425	100
0.000000025	100
0.000000015	100
0.0000000075	100
0.00000000425	100
0.0000000025	100
0.0000000015	100
0.00000000075	100
0.000000000425	100
0.00000000025	100
0.00000000015	100
0.000000000075	100
0.0000000000425	100
0.000000000025	100
0.000000000015	100
0.0000000000075	100
0.00000000000425	100
0.0000000000025	100
0.0000000000015	100
0.00000000000075	100
0.000000000000425	100
0.00000000000025	100
0.00000000000015	100
0.000000000000075	100
0.0000000000000425	100
0.000000000000025	100
0.000000000000015	100
0.0000000000000075	100
0.00000000000000425	100
0.0000000000000025	100
0.0000000000000015	100
0.00000000000000075	100
0.000000000000000425	100
0.00000000000000025	100
0.00000000000000015	100
0.000000000000000075	100
0.0000000000000000425	100
0.000000000000000025	100
0.000000000000000015	100
0.0000000000000000075	100
0.00000000000000000425	100
0.0000000000000000025	100
0.0000000000000000015	100
0.00000000000000000075	100
0.000000000000000000425	100
0.00000000000000000025	100
0.00000000000000000015	100
0.000000000000000000075	100
0.0000000000000000000425	100
0.000000000000000000025	100
0.000000000000000000015	100
0.0000000000000000000075	100
0.00000000000000000000425	100
0.0000000000000000000025	100
0.0000000000000000000015	100
0.00000000000000000000075	100
0.000000000000000000000425	100
0.00000000000000000000025	100
0.00000000000000000000015	100
0.000000000000000000000075	100
0.0000000000000000000000425	100
0.000000000000000000000025	100
0.000000000000000000000015	100
0.0000000000000000000000075	100
0.00000000000000000000000425	100
0.0000000000000000000000025	100
0.0000000000000000000000015	100
0.00000000000000000000000075	

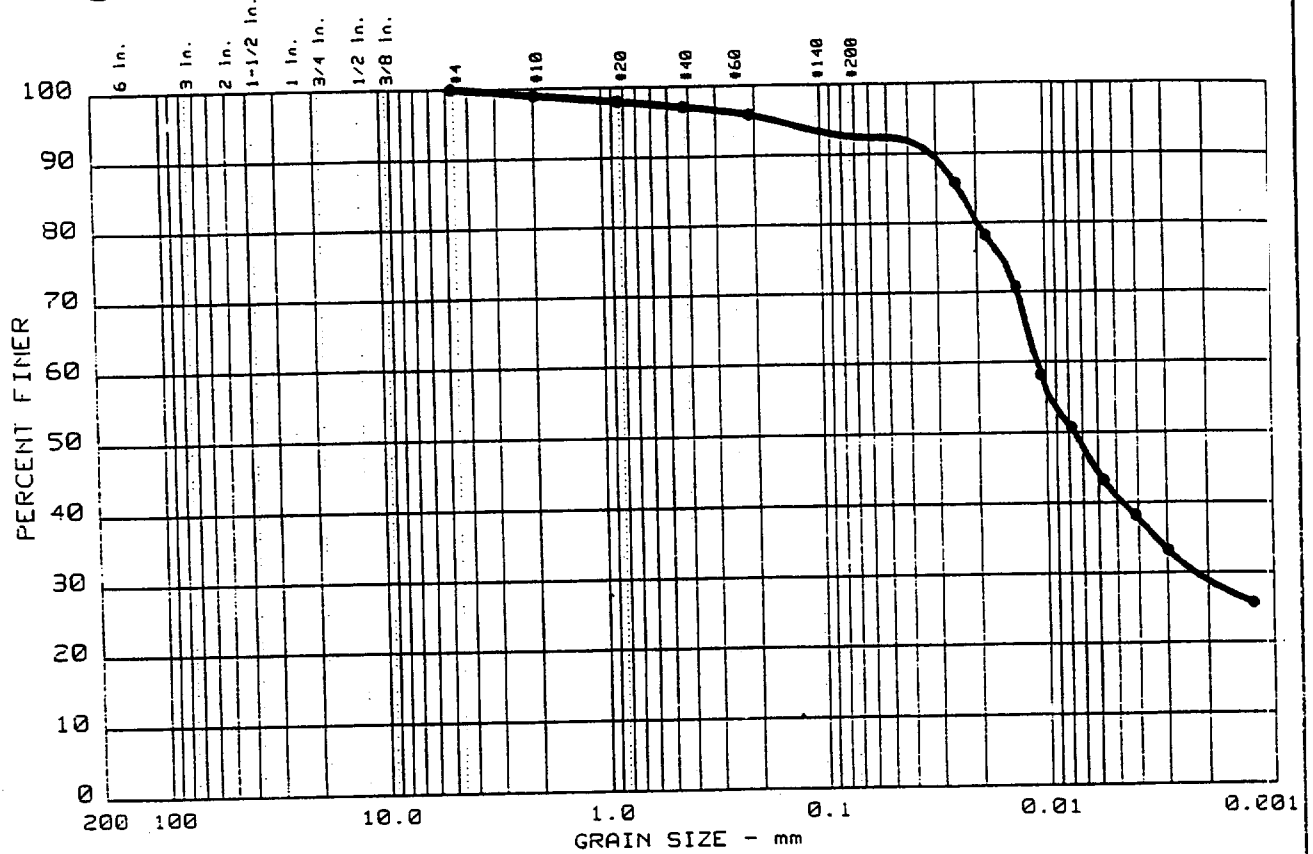
[illegible]

Project No.: 446-60293  
Project: Narraguagus River  
• Location: ENV 34889 P

Figure No. \_\_\_\_\_

GRAIN SIZE DISTRIBUTION TEST REPORT  
PSI  
Canton, MA

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 17	0.0	0.0	7.4	51.8	40.8

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.02	0.011	0.0076	0.0023				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Lean Clay	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34890 Q

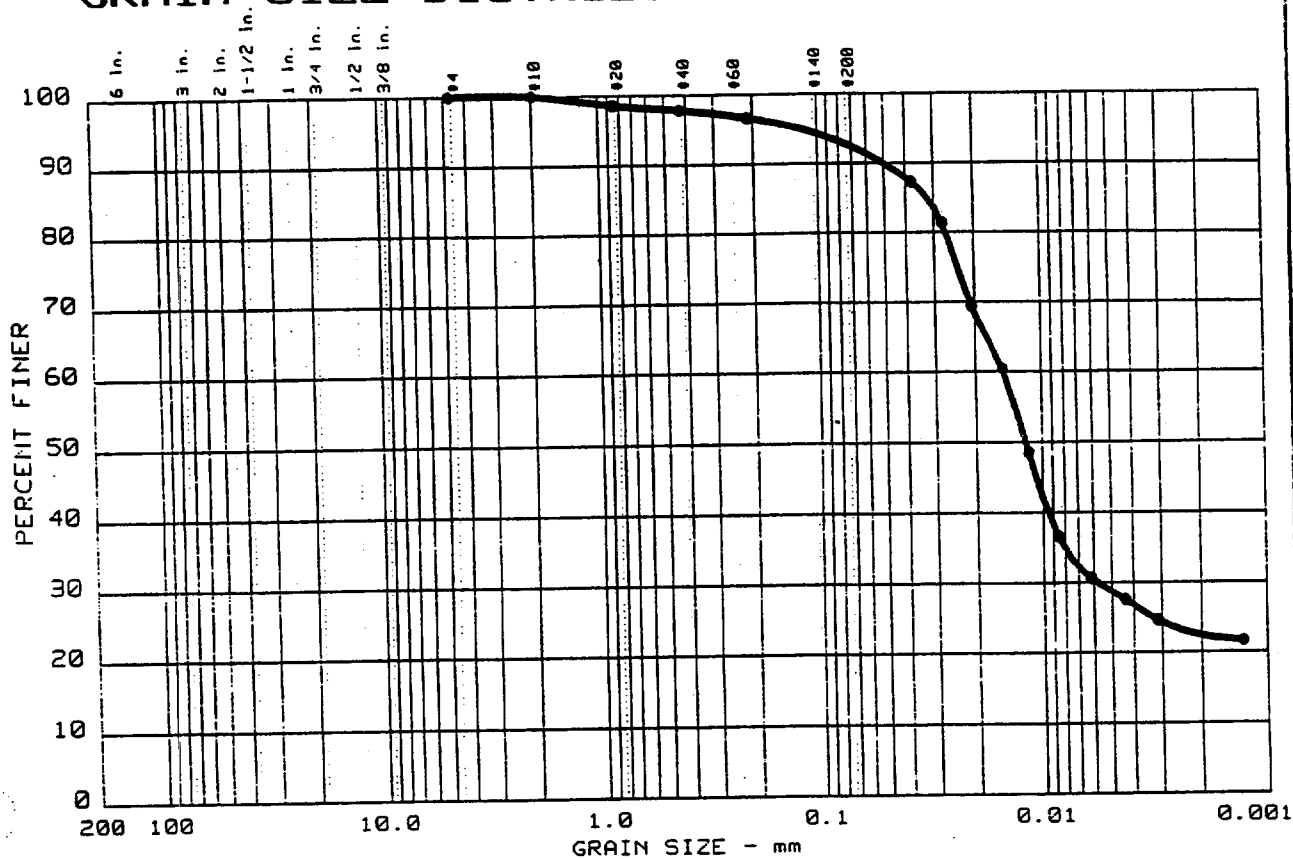
Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Remarks:

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
18	0.0	0.0	7.2	64.2	28.6

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.03	0.015	0.0120	0.0058				

MATERIAL DESCRIPTION	USCS	AASHTO
Gray Lean Clay	ML-CL	

Project No.: 446-50293  
 Project: Narraguagus River  
 Location: ENV 34891 R

Remarks:

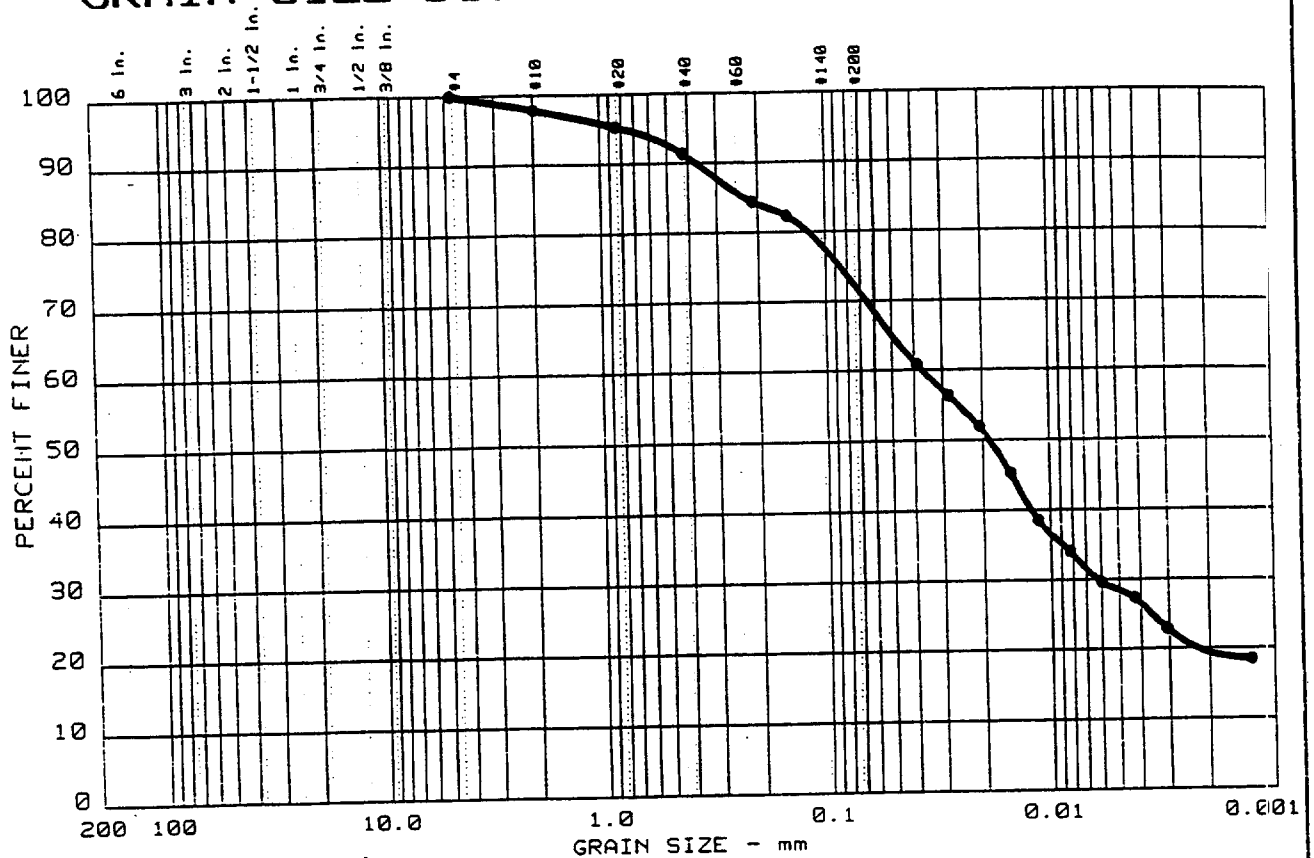
Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_



# GRAIN SIZE DISTRIBUTION TEST REPORT

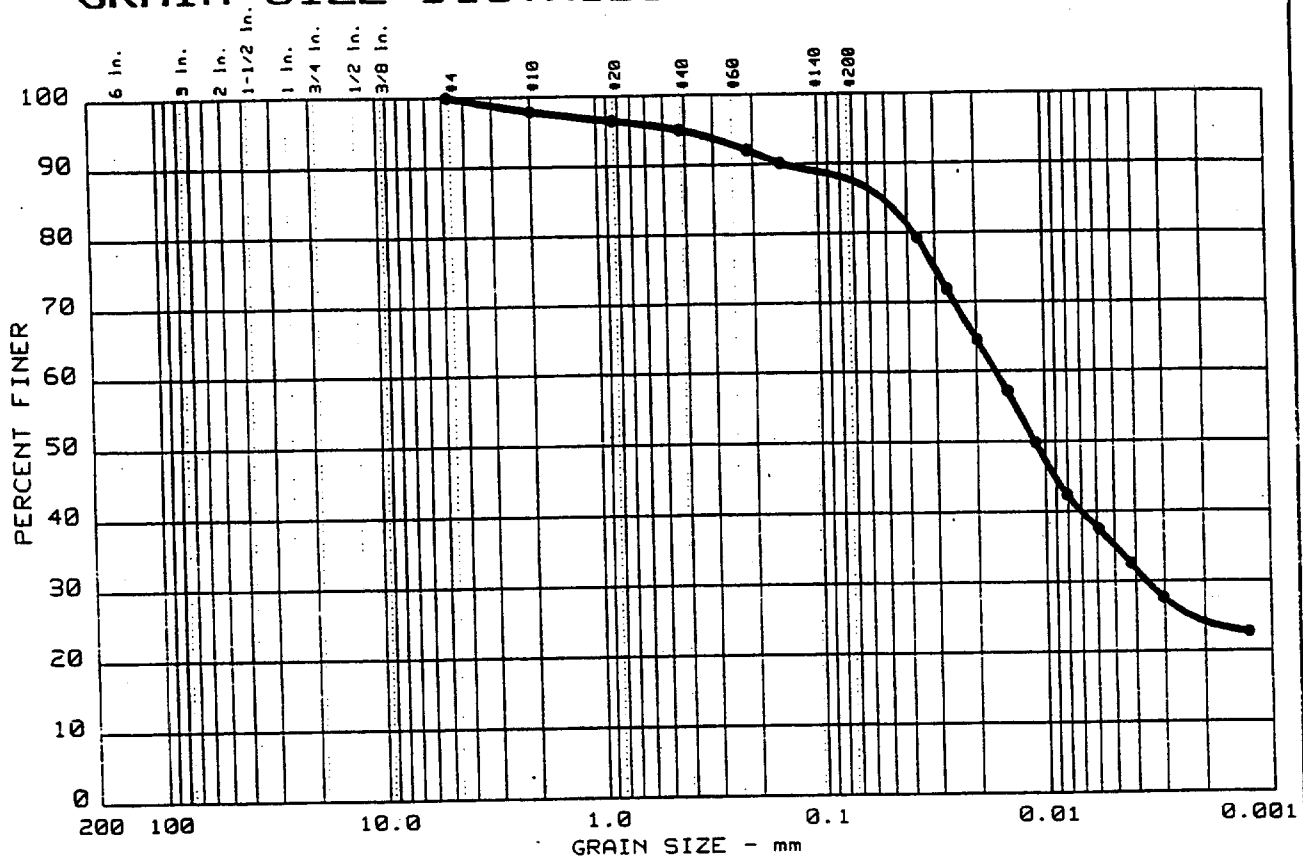


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
19	0.0	0.0	27.5	44.1	28.4

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.229	0.037	0.0186	0.0062				

MATERIAL DESCRIPTION		USCS	AASHTO
● Gray Sandy Silty Clay with some Organics		ML-CL	
Project No.: 446-60293 Project: Narraguagus River ● Location: ENV 34892 S		Remarks:	
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA			
		Figure No. _____	

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 20	0.0	0.0	12.2	52.7	35.1

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.075	0.075	0.0112	0.0036				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Lean Clay	CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34893 T

Remarks:

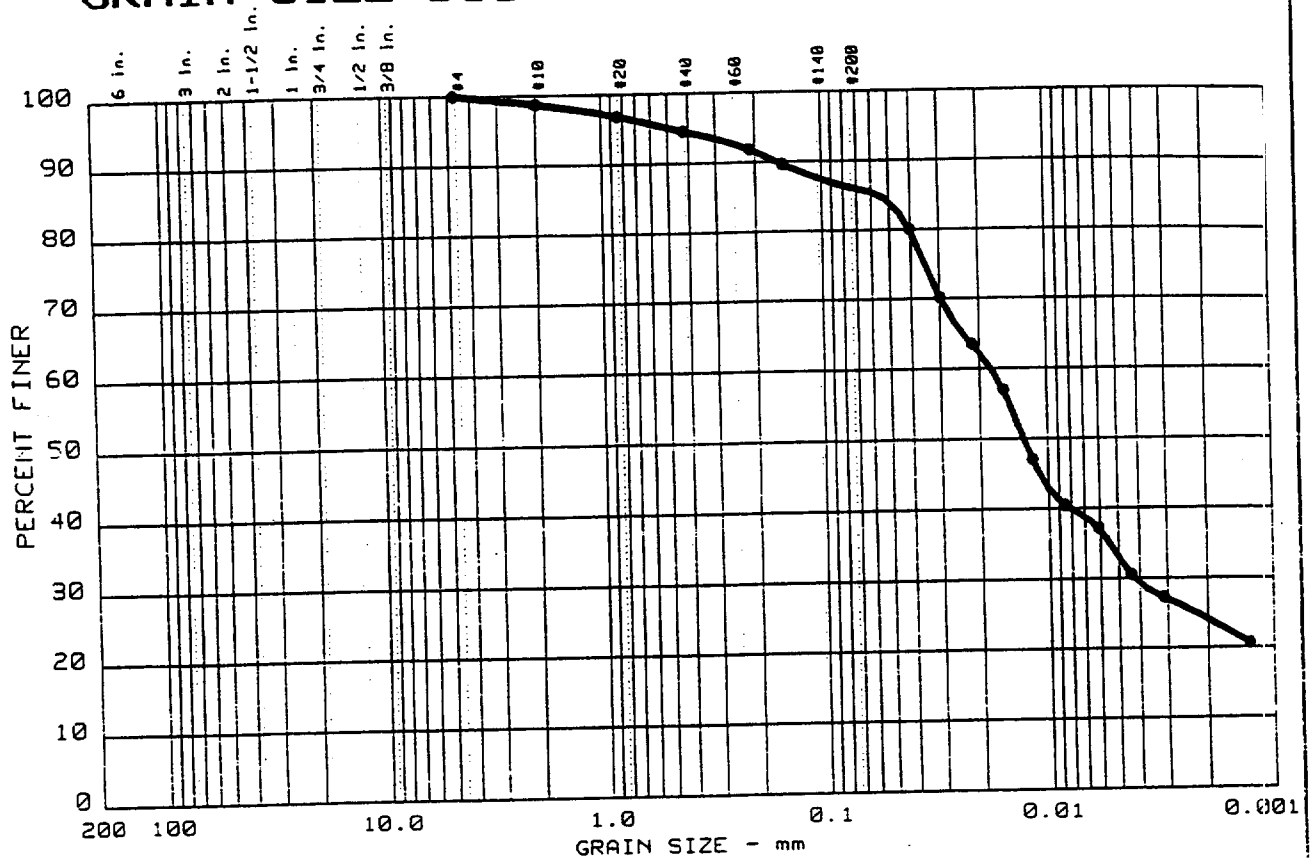
Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT

PSI  
 Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT



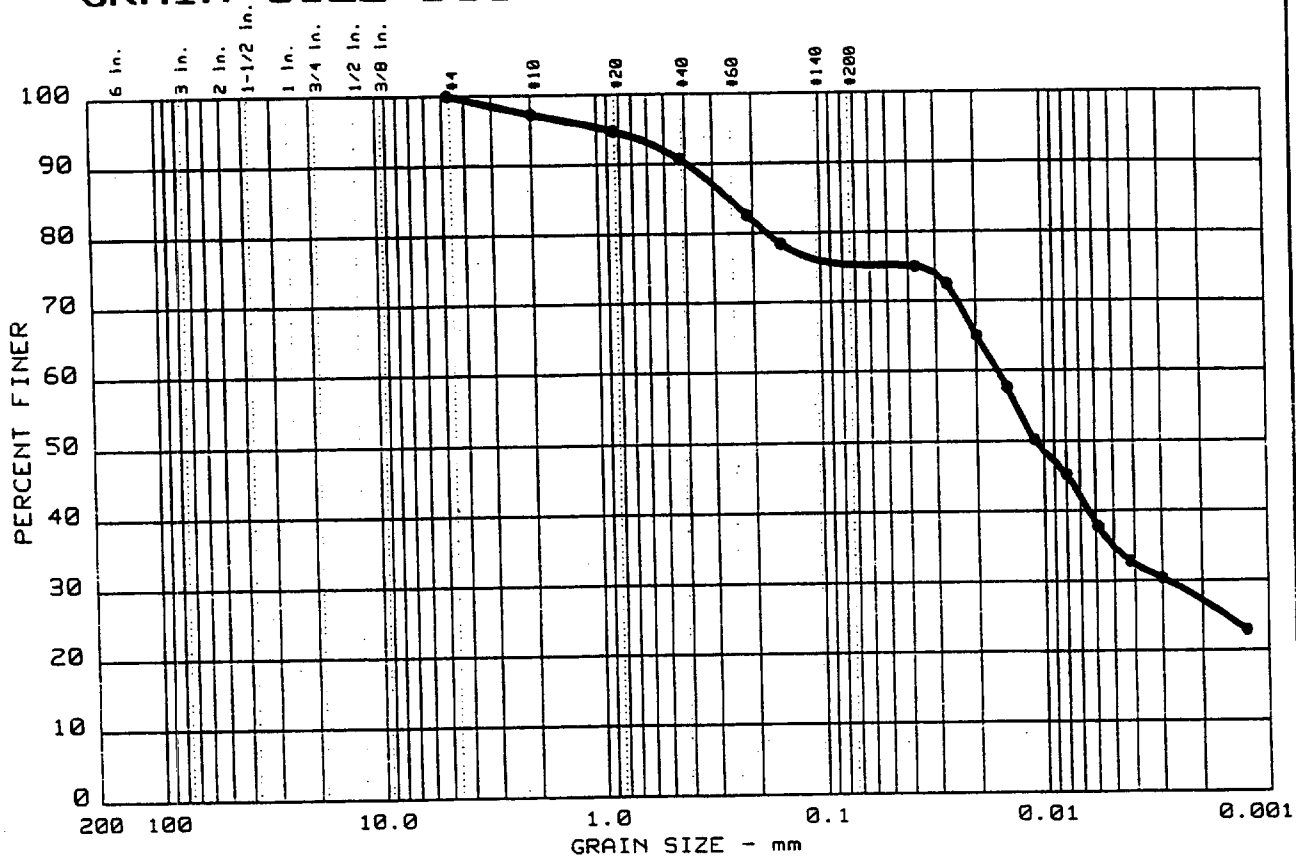
Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
1	0.0	0.0	13.9	53.0	33.1

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.06	0.018	0.0129	0.0042				

MATERIAL DESCRIPTION	USCS	AASHTO
Gray Lean Clay with some Organics	CL	

Project No.: 446-60293 Project: Narraguagus River Location: ENV 34894 U	Remarks:  Figure No. _____
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA	

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 2	0.0	0.0	24.7	40.4	34.9

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.254	0.075	0.0110	0.0029				

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Sandy Silty Clay w/ organics	ML-CL	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34895 V

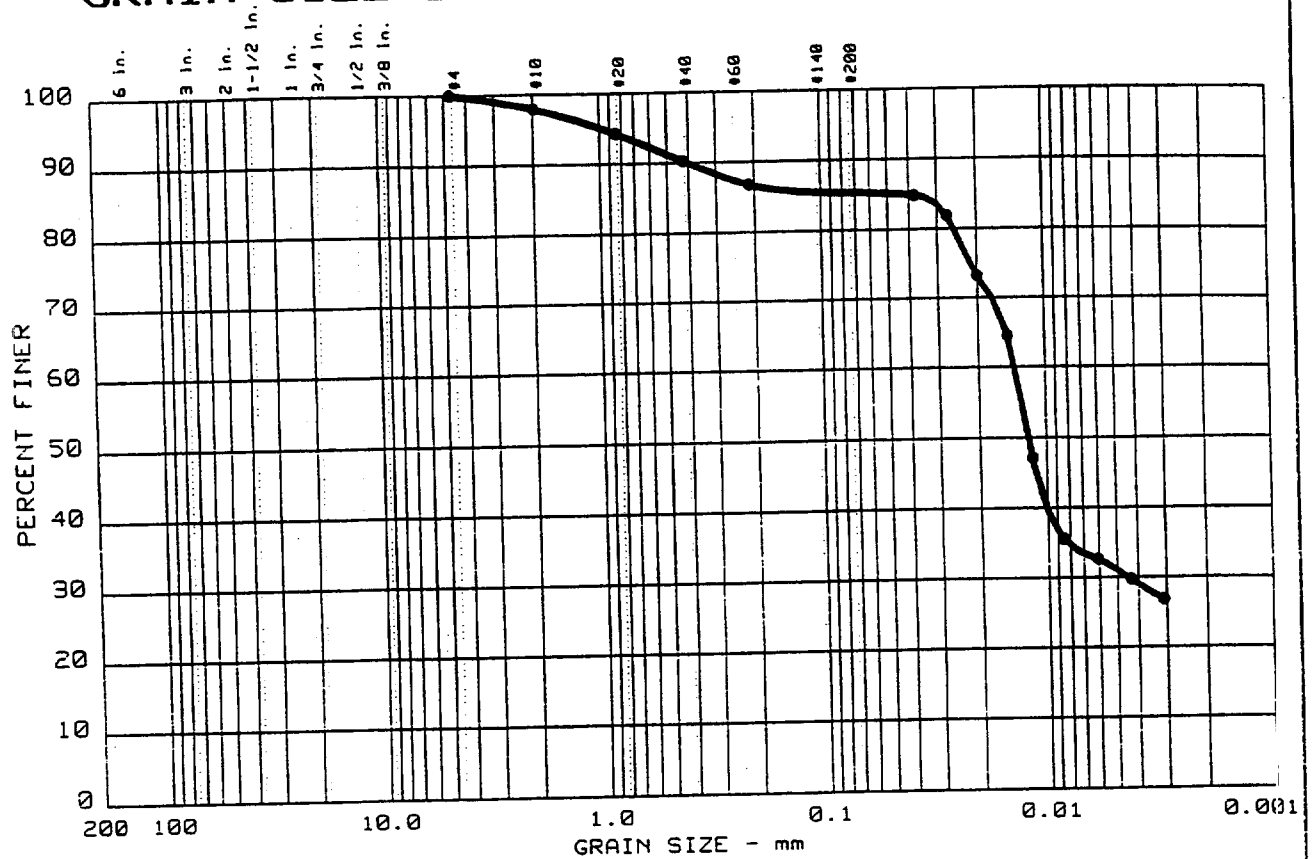
Remarks:

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT

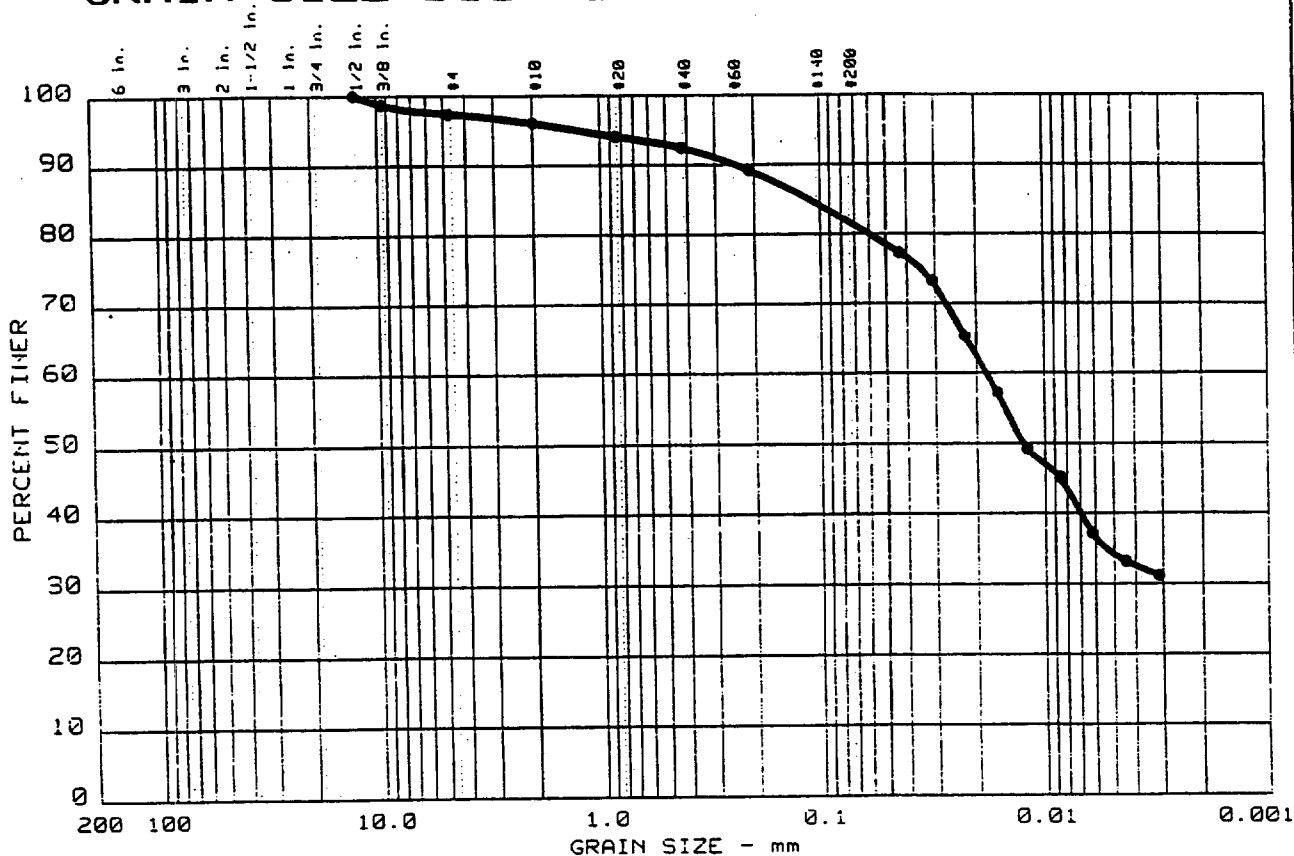


Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
• 3	0.0	0.0	14.7	54.3	31.0

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
		0.04	0.014	0.0121	0.0045				

MATERIAL DESCRIPTION		USCS	AASHTO
• Black Sandy Silt some Clay w/organics		ML	
Project No.: 446-60293 Project: Narraguagus River • Location: ENV 34896 W		Remarks:   Figure No. _____	
Date: July 29, 1996 GRAIN SIZE DISTRIBUTION TEST REPORT PSI Canton, MA			

# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% +3"	% GRAVEL	% SAND	% SILT	% CLAY
4	0.0	2.6	15.5	47.8	34.1

[illegible]

MATERIAL DESCRIPTION	USCS	RASHTO
• Gray Lean Clay	ML-CL	

Project No.: 446-60293  
Project: Narraguagus River  
● Location: ENV 34897 X

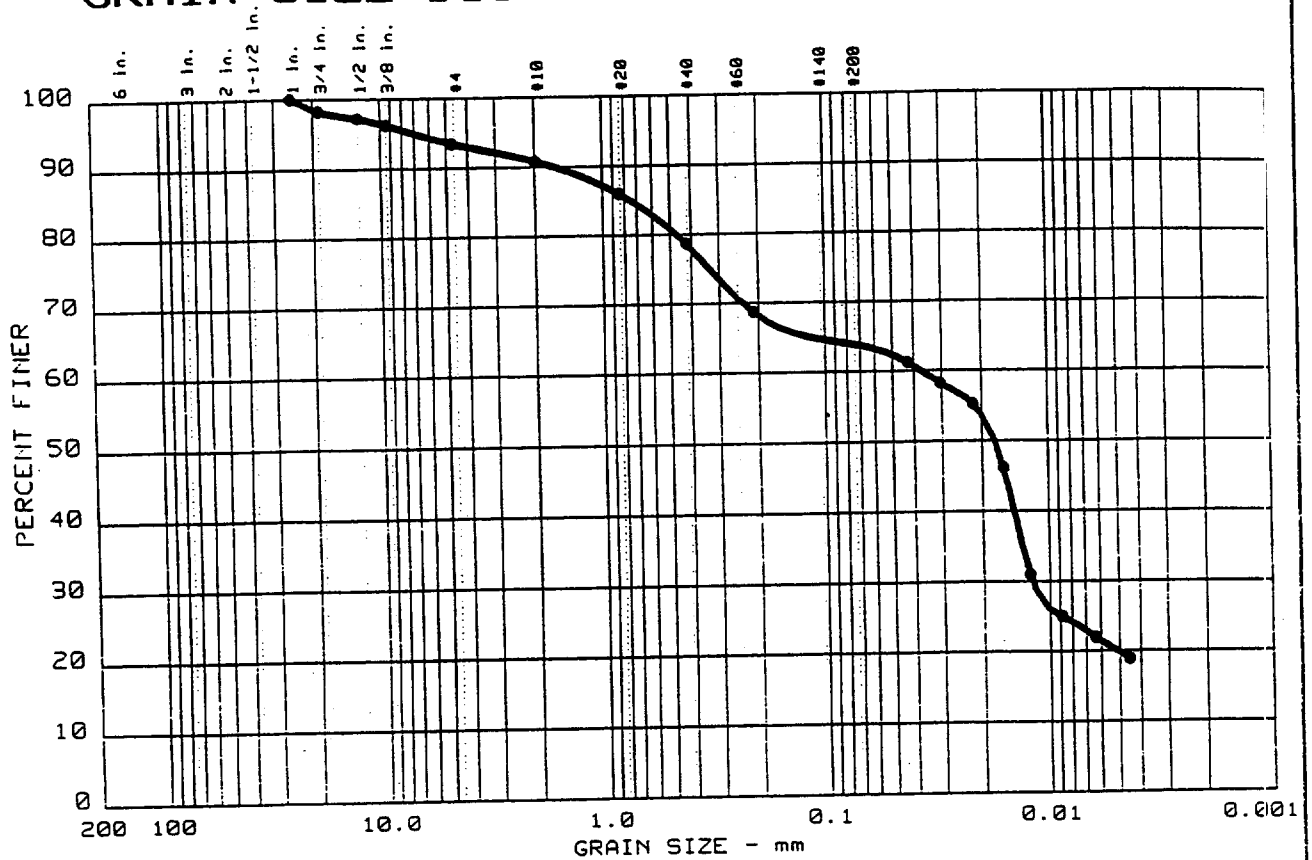
Remarks:

Date: July 29, 1996

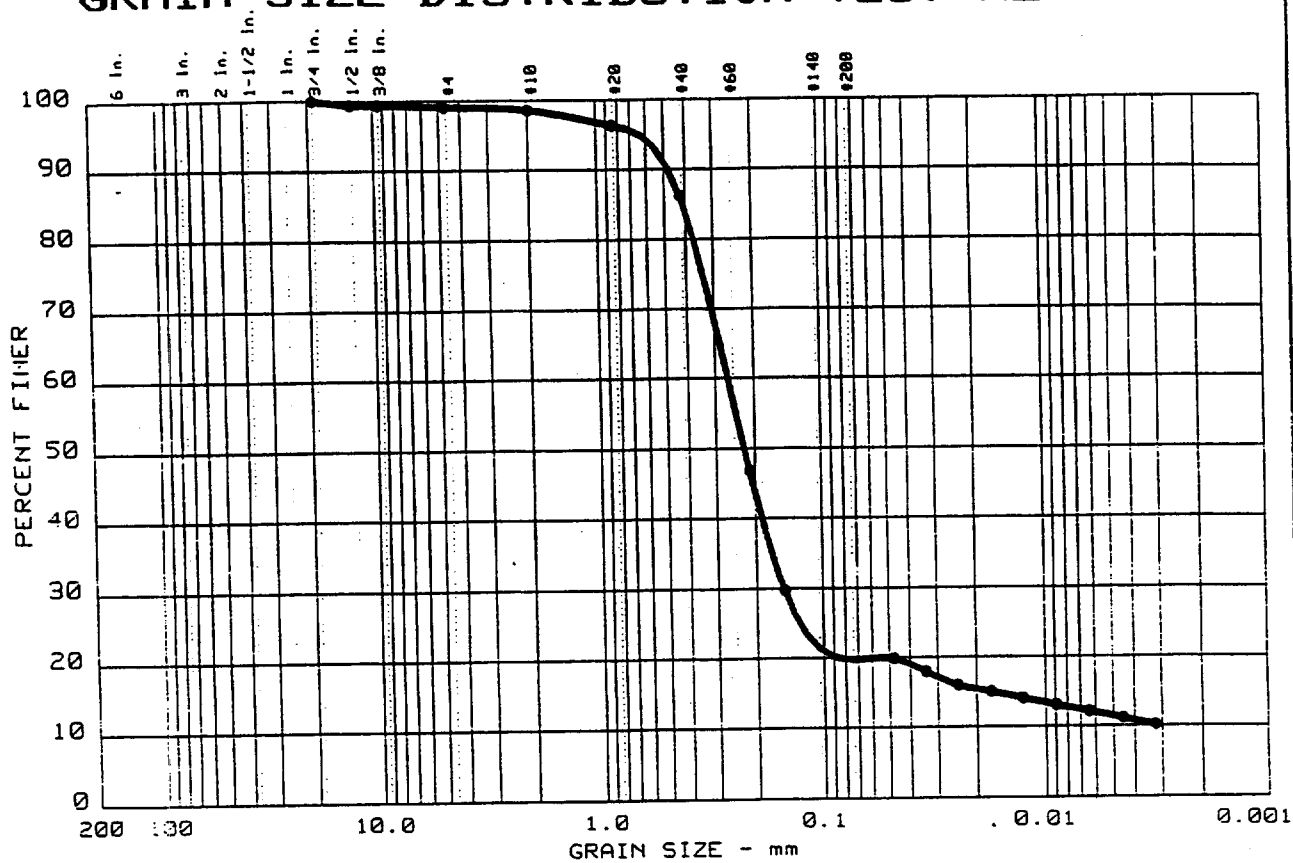
GRAIN SIZE DISTRIBUTION TEST REPORT  
PSI  
Canton, MA

Figure No. \_\_\_\_\_

# GRAIN SIZE DISTRIBUTION TEST REPORT



# GRAIN SIZE DISTRIBUTION TEST REPORT



Test	% ±3"	% GRAVEL	% SAND	% SILT	% CLAY
• 6	0.0	0.9	79.3	8.3	11.5

LL	PI	D <sub>85</sub>	D <sub>60</sub>	D <sub>50</sub>	D <sub>30</sub>	D <sub>15</sub>	D <sub>10</sub>	C <sub>c</sub>	C <sub>u</sub>
•		0.412	0.262	0.223	0.151	0.0169			

MATERIAL DESCRIPTION	USCS	AASHTO
• Gray Silty Sand w/ shells and organics	SM	

Project No.: 446-60293  
 Project: Narraguagus River  
 • Location: ENV 34899 Z

Remarks:

Date: July 29, 1996

GRAIN SIZE DISTRIBUTION TEST REPORT  
 PSI  
 Canton, MA

Figure No. \_\_\_\_\_



debris.

## 1.7 WORK AREA

### 1.7.1 Access

The Contractor shall be responsible for providing and maintaining access necessary for his equipment and plant to and from the work sites, mooring areas, and the disposal areas. The Contractor shall ascertain the environmental conditions which can affect the access such as climate, winds, currents, waves, depths, shoaling, and scouring tendencies.

### 1.7.2 Protection of Existing Waterways

The Contractor shall conduct his operations in such a manner that material or other debris are not pushed outside of dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being utilized by vessels. The Contractor will be required to change his method of operations as may be required to comply with the above requirements. Should any bottom material or other debris be pushed into areas described above, as a result of the Contractor's operations, the material must be promptly removed.

### 1.7.3 Adjacent Property and Structures

The Contractor shall conduct the dredging operation such that it does not undermine, weaken or otherwise impair existing structures located in or near the areas to be dredged. The Contractor shall investigate the existing structures at the site and plan the dredging work accordingly.

Damage to private or public property or structures resulting from the disposal or dredging operations shall be repaired promptly by the Contractor at his expense. Damage to structures resulting from the Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging.

### 1.7.4 Artificial Obstructions

The Contractor may encounter bottom debris such as, but not limited to, pieces of broken cable, rope, miscellaneous metal, boulders, and broken and derelict moorings. Special or additional plant may be required for the economical removal of some items. The Government has no knowledge of other existing wrecks, wreckage, or other artificial obstructions of such size or character as to require the use of explosives. During dredging operations, the Contractor shall remove all debris encountered. Floating debris removed from the dredging area shall be separated and stockpiled for upland disposal. Disposal in accordance with local, Federal, and State laws and regulations shall be the responsibility of the Contractor. In case the actual conditions differ from those stated or shown, or both, an adjustment in contract price or time of completion, or both, will be made in accordance with "FAR 52.236-2, Differing Site Conditions."

## 1.8 OVERDEPTH AND SIDE SLOPES

### 1.8.1 Allowable Overdepth

To cover the unavoidable inaccuracies of dredging processes, material removed to the overdepth shown on the drawings and within the dredging

limits will be measured and paid for at full contract price.

#### 1.8.2 Side Slopes

Material dredged to provide for final indicated side slopes will be measured and paid for at the applicable unit price. The material may be dredged from the original position or by dredging the space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. Payment will not be made for material in excess of the amount originally lying above the pay slope plane. The limiting amount of side-slope overdepth will be measured vertically.

Dredging on side slopes shall follow, as closely as practicable, the lines indicated on the drawings. An allowance will be made for dredging beyond the lines indicated or specified for side slopes. The allowance will be determined by projecting a line upwards, paralleling the project design side slopes, from the intersection of the overdepth dredging limit (at a point located vertically below the limit of dredging at the top of slope). The amount of material excavated from side slopes will be determined by either cross-sections or computer, or both.

#### 1.8.3 Excessive Dredging

Material taken from beyond the limits as extended in the Article "OVERDEPTH AND SIDE SLOPES" above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side-slope dredging for which payment will not be made.

### 1.9 INSPECTION

Inspect the work, keep records of work performed, and ensure that gages, targets, ranges, and other markers are in place and usable for the intended purpose. See Section 01451 CONTRACTOR QUALITY CONTROL.

#### 1.9.1 Method of Communication

Provide a system of communication between the dredge crew, towboats, the disposal inspector, and the Contracting Officer. Portable two-way marine radios are acceptable.

#### 1.9.2 Transportation

The Contractor shall furnish, at the request of the Government Representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the equipment or marine plant as may be reasonably necessary in inspecting and monitoring the work. The Contractor shall furnish, on the request of the Government Representative, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and the work site.

#### 1.10 INSPECTION OF DISPOSAL

The Contractor shall be responsible for and provide qualified disposal inspection services at no additional cost to the Government. The Contractor shall notify the Contracting Officer of the names of the Corps of Engineers Certified inspectors to be used prior to commencement of work.

Every discharge of dredge material must be officially witnessed and properly documented by an onboard inspector who has been trained by, and

who holds a current certification from the New England District, Army Corps of Engineers. Failure to adhere to this requirement will be considered a serious violation of this contract and cause for an immediate stop-work order by the Contracting Officer and which could precipitate substantial penalties including but not necessarily limited to fines, withholding of funds and non-payment due to misplaced materials.

## 1.11 MOORINGS

### 1.11.1 Active Moorings

The Town of Milbridge will be responsible for the removal, relocation, and replacement of active moorings in the channel and anchorage areas at no cost to the Contractor. The moorings will be removed by the Town prior to the commencement of dredging operations in each anchorage area. Moorings removed by the town will not be replaced until the the area is dredged by the Contractor and accepted by the Government. The Contractor shall coordinate and confirm the time schedule necessary for the removal of the moorings with the local harbor master.

#### 1.11.1.1 Derelict Moorings

Derelict moorings located by the Contractor during dredging operations, or otherwise made known to the Contractor, shall be reported to the Contracting Officer. The Contracting Officer will verify the location of the moorings and any potential hazards to navigation. Such moorings shall be removed and disposed by the Contractor at the contract price for dredging or for the Payment Item Removal of Debris and Heavy Boulders if they meet the size requirement.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION

### 3.1 DREDGING PLANT AND ASSOCIATED EQUIPMENT

#### 3.1.1 Dredging Plant

All dredging under this contract shall be performed using a mechanical type dredge. Hydraulic dredging will not be permitted.

#### 3.1.2 Tow Boats

All tow boats used for towing to disposal areas shall be equipped with DGPS navigational equipment, radar, corrected compass, marine radio, and depth sounding equipment which is to be maintained in operating condition during each tow. The tow boats utilized by the Contractor for this purpose shall be of a size adequate for towing in heavy seas and shall have necessary reserve power for maneuvering with scows in rough seas and under emergency conditions as well as for control of scows at the disposal point.

#### 3.1.3 Scows

The Contractor shall provide and maintain markings on all scows clearly indicating the draft of the scow and shall provide scow cards for each scow used on the contract work. The scow cards shall show dimensions and volumes of individual pockets of scows and total volumes for varying depths below coaming or top of pockets. This is to enable Government personnel to make a determination of scow volume and corresponding drafts under partial

and full load conditions. These measurements are to be made at the time of initial use of each scow. This information will then be furnished to disposal inspectors to enable them to estimate scow volume from draft of scows for each scow being towed to the disposal area. The scow volume estimates are for use in connection with disposal area monitoring studies and are not intended to be used in determining quantities dredged. At the beginning of the work and as additional scows arrive on the project, sufficient time shall be allowed by the Contractor and assistance of Contractor personnel shall be made available by the Contractor for the purpose of obtaining the measurements of each scow under various partial and full load conditions. During the entire period of contract work, the Contractor shall provide and maintain sufficient spot or floodlights to permit the reading of the draft on the sides of scows at bow and stern from the tow boat at night and when visibility is impaired. The draft readings and each pocket/compartment measurement will be required for each scow towed to the disposal area and will be made by the disposal inspector. Measurements are to be taken and recorded prior to departure from the dredge site and upon arrival at the immediate disposal location. The Contractor shall ensure that adequate time is allowed by the tow boat captain for these readings to be obtained.

#### 3.1.3.1 Scow Pocket Doors

Due to the fine nature of the dredged material, the Contractor shall achieve proper closure and watertightness of pocket doors to eliminate seepage or leakage of material. The use of plastic material to cover cracks in scow pockets will not be allowed.

#### 3.1.4 Lights

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, ranges, and markers. Also, provide lights for buoys that could endanger or obstruct navigation. When night work is in progress, maintain lights from sunset to sunrise for the observation of dredging operations. Lighting shall conform to United States Coast Guard requirements for visibility and color.

### 3.2 CONDUCT OF DREDGING WORK

#### 3.2.1 Order of Work

a. The Contractor shall commence dredging in the lower channel and proceed to the upper channel. It will be necessary for the Town to relocate the fishing fleet and their moorings as work in the lower project areas progresses. The following sequence is proposed:

##### BASE BID ITEMS

- (1). Dredging 9-Foot Channel.
- (2). Dredging 6-Foot Channel, 6-Foot Turning Basin, and 6-Foot Northwest Anchorage.

##### OPTIONAL BID ITEMS

- (3). Dredging 9-Foot East Anchorage.
- (4). Dredging 11-Foot West Anchorage.

(5). Dredging 9-Foot West Anchorage.

(6). Dredging 6-Foot Southwest Anchorage.

b. The Government reserves the right to change the order of work at any time. The Contractor shall fully coordinate all work with the Harbormaster.

c. The Contractor shall prepare and submit to the Contracting Officer for review and approval a progress schedule in accordance with Section 01110, Paragraph "Work Sequence."

### 3.2.2 Method of Dredging

a. All dredging under this contract shall be performed using a mechanical type of dredge and scows.

b. Contract depth shall be achieved by mechanically dredging the bottom using a clamshell bucket. Dragging the bottom to remove lack of contract depth, using a steel beam or similar equipment, will not be permitted.

### 3.2.3 Method of Disposal

a. Disposal of the dredged material will be in the Douglas Island Disposal Site in southwestern Narraguagus Bay, west of Pond Island, as shown on the drawing attached at the end of this Section. Every discharge of dredged material shall be witnessed by an inspector who has been trained and certified by the New England District, Corps of Engineers to insure that disposal occurs at the designated site.

b. Provide for safe transportation and disposal of dredged materials. Transport and dispose of dredged material at the Douglas Island Disposal Site. A taut wire buoy shall be placed by the Contractor at the center of the disposal site. There buoys shall be placed to mark the boundaries of the area used for disposal.

c. Deposit dredged material by self-dumping scow or barge. Do not remove loaded or partially loaded scows or barges from the dredge area until the load has been measured by the Contracting Officer. Notify the Contracting Officer when scows or barges are returned to the dredge area.

d. Buoy positions will be documented and monitored by Government inspectors during the course of work. Disposal operations shall commence at the center point and proceed outward. The elevation of the disposal mound(s) shall not be higher than -20 feet Mean Lower Low Water. Coordinates of the buoys locations will be specified at the time a disposal inspector is approved by the Contracting Officer. All disposal shall be done at the buoys with the scow at a complete halt. This requirement must be followed except when weather or sea state create unsafe conditions, in which case disposal within 100 feet of the buoy with the scow moving only fast enough to maintain safe control (generally less than one knot) will be permitted. Disposal shall not be attempted if the above conditions cannot be met. Anticipated weather conditions shall be determined prior to departing for the disposal site.

### 3.2.4 Misplaced Material Disposal

Material that is deposited elsewhere than in locations designated or approved by the Contracting Officer will not be paid for and the Contractor shall be required to remove such misplaced material and deposit it where

directed at his expense.

### 3.2.5 Interference with Navigation

Minimize interference with the use of channels and passages. The Contracting Officer will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary. The Contractor shall comply with all requests from the Contracting Officer to move or interrupt dredging operations for a reasonable time period at no additional cost to the Government.

### 3.2.6 Ranges, Gages, and Lines

Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gages in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gages or ranges cannot be seen or followed. The Contracting Officer will furnish, upon request by the Contractor, survey lines, points, and elevations necessary for the setting of ranges, gages, and buoys.

### 3.2.7 Debris and Boulders

Debris and boulders are expected to be found in areas to be dredged. The Contractor shall remove all debris and boulders encountered, as necessary to achieve the indicated project depth. Boulders and debris removed from the bottom may be disposed of in the same manner and at the same open water site provided for unclassified dredged material. Floating debris removed from the dredging area shall be separated and stockpiled for disposal by the Contractor, in accordance with local, Federal and state laws and regulations, at an upland site supplied by the Contractor. Disposal of collected floating debris shall be the responsibility of the Contractor and disposal shall be outside of the project limits.

### 3.2.8 Debris Management

Debris removed from the bottom during dredging operations, which is not suitable for disposal at the Douglas Island Disposal Site, shall be collected and removed from the site. Unsuitable materials include large items such as timbers, pilings, sections of piers, and metallic debris. A debris management plan shall be developed, reviewed by the Contracting Officer and followed by the Contractor. Each day during dredging operations, the Contractor shall use a boat to collect and remove floating debris resulting from project activities. Floating debris shall also be removed from within scows or barges. Containers for temporary storage of the collected debris shall be maintained on the dredge or support barge.

## 3.3 SHOALING

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel because of the natural lowering of the side slopes, redredging at contract price, within the limits of available funds may be done if agreeable to both the Contractor and the Contracting Officer.

## 3.4 FINAL CLEANUP

Final cleanup shall include the removal of all the Contractor's plant and

equipment. Plant, equipment, and materials to be disposed of shall only be disposed in a manner and at locations approved by the Contracting Officer. Unless otherwise approved by the Contracting Officer, the Contractor will not be permitted to abandon any equipment in the disposal area or other areas adjacent to the worksite.

Failure to promptly remove all plant, equipment, and materials upon completion of the dredging will be considered a delay in the completion of the final cleanup and demobilization work. In such case, the Government will exercise its right to remove any plant, equipment, and materials at the Contractor's expense.

-- End of Section --